



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE TWO RESOLUTIONS OF INTENTION TO GRANT A PROPRIETARY PETROLEUM PIPELINE FRANCHISE TO CONOCOPHILLIPS COMPANY AND A COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE TO CONOCOPHILLIPS PIPE LINE COMPANY TO REFLECT A TRANSFER OF PIPELINES FROM UNION OIL COMPANY OF CALIFORNIA AND FROM SFPP, L.P. (FIRST, SECOND, FOURTH AND FIFTH DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Resolution of Intention to grant a proprietary petroleum pipeline franchise to ConocoPhillips Company, a Delaware corporation (ConocoPhillips), attached hereto as Attachment 1, to reflect a transfer of existing petroleum pipelines from Union Oil Company of California (Unocal), and from SFPP, L.P., setting the matter for public hearing pursuant to Section 6232 of the California Public Utilities Code, and instructing the Executive Officer of the Board to arrange for publishing of a notice of the public hearing.
2. Approve the Resolution of Intention to grant a common-carrier petroleum pipeline franchise to ConocoPhillips Pipe Line Company, a Delaware corporation, (ConocoPhillips-PLC), a wholly owned subsidiary of ConocoPhillips, attached hereto as Attachment 2, to reflect a transfer of existing petroleum pipelines from Unocal, setting the matter for public hearing pursuant to Section 6232 of the California Public Utilities Code, and instructing the Executive Officer of the Board to arrange for publishing of a notice of the public hearing.

3. Find that these projects are categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the accompanying ordinances granting a 15-year proprietary petroleum pipeline franchise to ConocoPhillips, and granting a 15-year common-carrier petroleum pipeline franchise to ConocoPhillips-PLC, becoming effective 30 days after adoption therefrom.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to approve two Resolutions of Intention and schedule the public hearing and publishing required to grant a proprietary petroleum pipeline franchise to ConocoPhillips, and grant a common-carrier petroleum pipeline to ConocoPhillips-PLC.

Implementation of Strategic Plan Goals

The County of Los Angeles (County) Strategic Plan directs that we provide the public with quality service that is beneficial and responsive (Goal 1). The Board's approval and adoption of the ordinances to grant these pipeline franchises is consistent with this goal.

FISCAL IMPACT/FINANCING

ConocoPhillips has paid the County a one-time granting fee of \$10,000 (\$5,000 for each), to process two ordinances to grant these franchises. ConocoPhillips will pay a base annual fee of 21 cents per foot for pipelines up to eight inches in internal diameter, plus three cents per foot for each diameter-inch over eight inches. The approximately 81,000 feet of proprietary pipelines in the ConocoPhillips franchise will generate a base annual fee of over \$21,000 per calendar year, which will be adjusted each year for inflation using the Producers Price Index.

ConocoPhillips-PLC will also pay an annual fee, which will be calculated based upon a formula using the internal diameter and linear footage of the pipelines, pursuant to a rate schedule contained in Section 6231.5 of the California Public Utilities Code (CPUC). The approximately 48,500 feet of common-carrier pipelines in the ConocoPhillips-PLC franchise will generate a base annual fee of over \$10,000 per calendar year. After adjusting the base annual fee for inflation using the price index specified in the CPUC (Consumer Price Index, June 1989 as the base index), ConocoPhillips-PLC will pay a total "price-adjusted" annual fee of over \$15,800, during the first year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1974, your Board granted a 25-year Countywide petroleum pipeline franchise to Unocal (Ordinance No. 10,896, as amended). During the five years prior to expiration of the Unocal franchise, Unocal sold its California oil and gas minerals, leases, and production to Nuevo Energy Company, and announced in December 1996, that it had signed an agreement with Tosco Corporation (Tosco) to sell Tosco its downstream petroleum refining, marketing, and transportation assets (refineries, terminals, service stations and pipelines).

However, Unocal's request for your Board to grant Tosco two franchises to reflect a transfer of Unocal's petroleum pipelines was delayed pending completion of negotiations between Unocal and Tosco to identify clearly which of the various pipelines were included in the two-billion dollar asset transfer, and pending Unocal's transfer to Tosco of its title and ownership interest in the "LAX Pipeline," an active jet-fuel pipeline Unocal leased to Tosco in 1997.

In April 1998, Tosco acquired Unocal's intrastate common-carrier pipeline subsidiary, Unocal California Pipeline Company (Unocap), and in September 2001, Phillips Petroleum Company (Phillips) completed a merger to acquire Tosco and its Unocap subsidiary. In August 2002, Phillips and Conoco Inc. completed a merger to form ConocoPhillips. ConocoPhillips took control of Unocap during the merger with Phillips, and through a series of name changes, ConocoPhillips merged Unocap with and into ConocoPhillips-PLC, now wholly owned by ConocoPhillips. The California Public Utilities Commission has approved the mergers of Unocap into Tosco, Phillips, and ConocoPhillips-PLC.

Negotiations to clarify which pipelines were included in Unocal's transfer are now complete, and in April 2003, Unocal transferred all its interest in the LAX Pipeline to ConocoPhillips. Unocal has agreed to continue to maintain, under its renewed County pipeline franchise (Ord. 2004-0067F), various idle pipelines not included in the Tosco transfer. Additionally, by bill of sale in December 2003, ConocoPhillips acquired a 12-inch petroleum products pipeline (Line 101) from SFPP, L.P., an operating partnership of Kinder Morgan Energy Partners, L.P. This pipeline, which was reported by SFPP, L.P., on its County franchise (Ord. No. 12,239), will now be reported on the new ConocoPhillips proprietary franchise.

Unocal, ConocoPhillips, and SFPP, L.P. have requested that your Board approve and adopt the accompanying ordinances to grant two new petroleum pipeline franchises to ConocoPhillips and ConocoPhillips-PLC to reflect a transfer of these pipelines. The Auditor-Controller's Audit Division performed a limited review of ConocoPhillips' financial statements, and stated no objection to the granting of these franchises. Department of Public Works and Fire Department have reviewed this matter and have no objections to the granting of the franchises. County Counsel has reviewed the accompanying ordinances and approved them as to form.

ENVIRONMENTAL DOCUMENTATION

Your Board's approval of the attached Resolutions of Intention and adoption of the two accompanying ordinances to grant petroleum pipeline franchises to ConocoPhillips and ConocoPhillips-PLC is categorically exempt under the CEQA pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

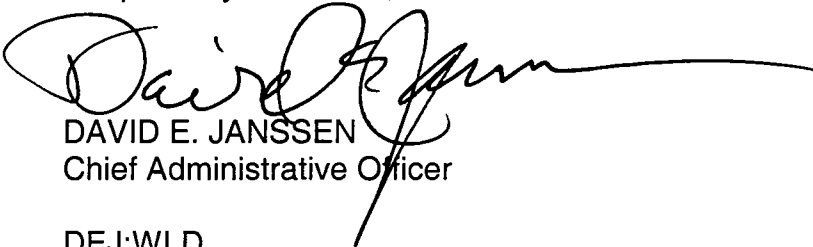
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board actions will not impact or adversely affect any current services or future projects.

CONCLUSION

Instruct the Executive Officer, Board of Supervisors to forward conformed copies of the adopted Board recommendation and the adopted ordinances to ConocoPhillips Company, Western Region, 3900 Kilroy Airport Way, Long Beach, California, 90806, Attention: Property Tax, Real Estate, Right of Way and Claims, and forward conformed copies to the offices of County Counsel, Auditor-Controller Audit Division, Department of Public Works, Fire Department, and Chief Administrative Office, Real Estate Division, Property Management Section, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:RB:cc

Attachments (3)

c: County Counsel
Auditor-Controller Audit Division
Department of Public Works
Fire Department

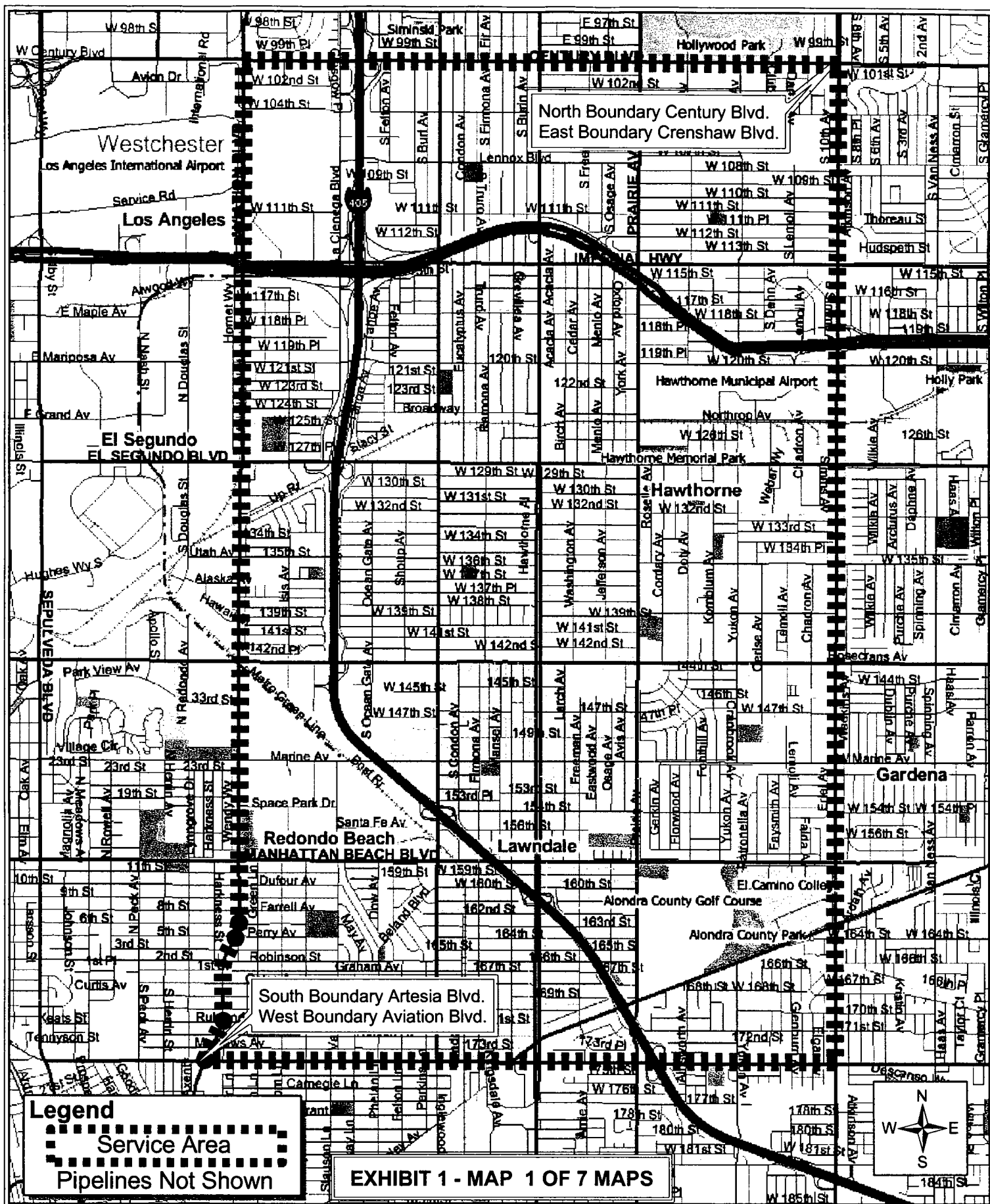
SEVEN PAGES OF SERVICE AREA MAPS

ConocoPhillips Company

Proprietary Franchise Ordinance

Exhibits 1 through 7

These maps illustrate the unincorporated areas affected by the franchise and are provided for the convenience of the reader.



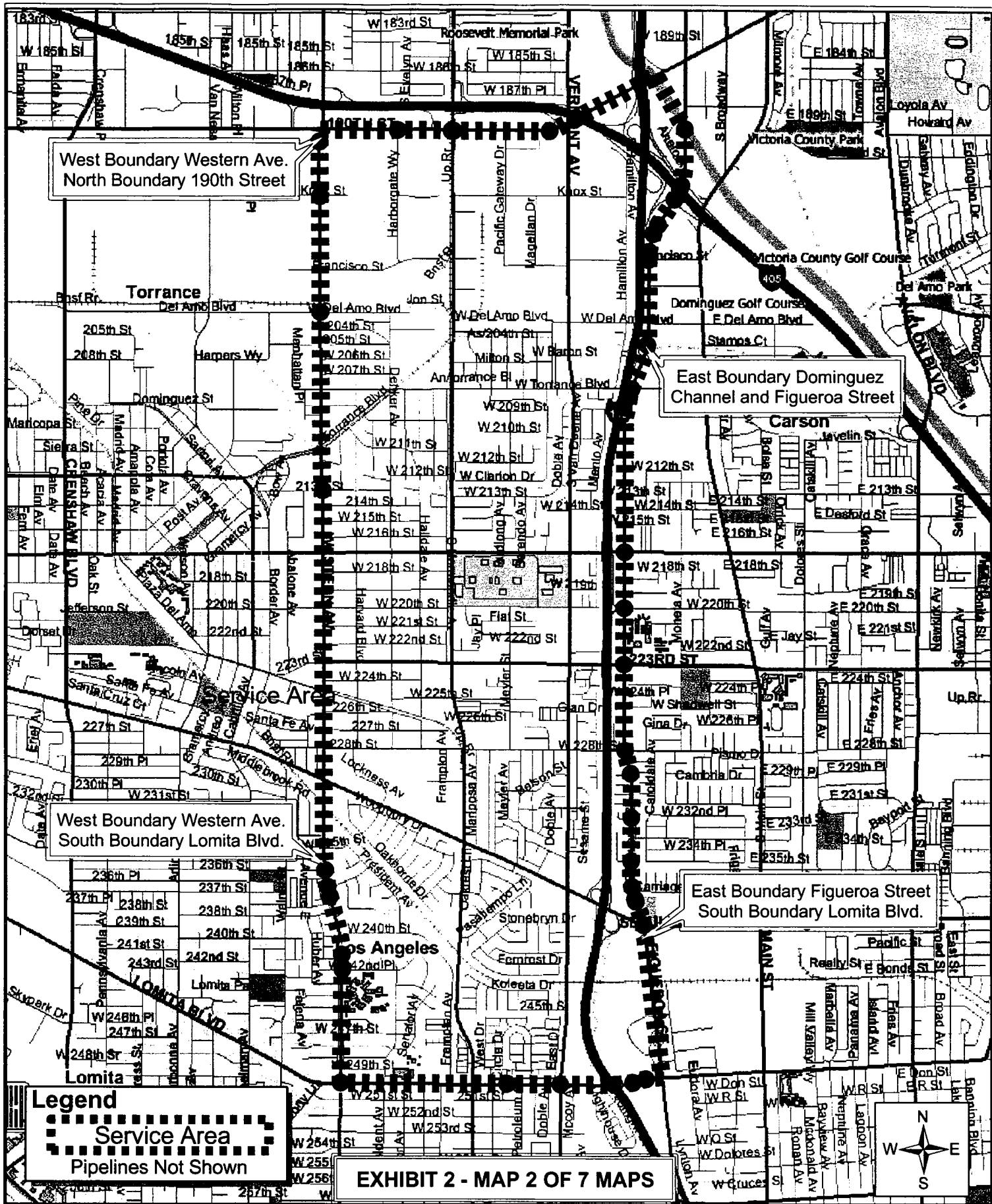
Date
July 15, 2005

Sup District
Dist 2 and 4

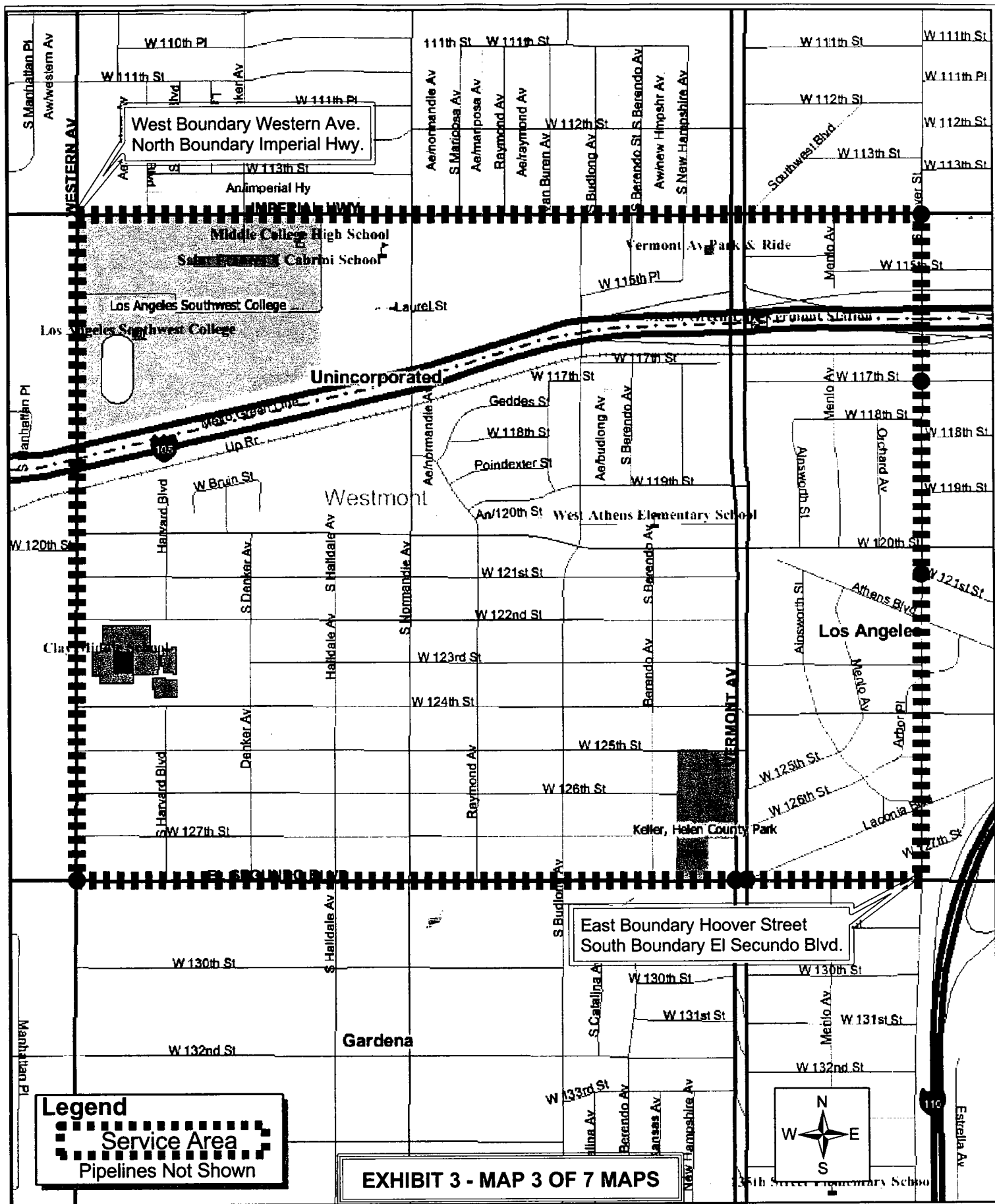
COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE
ConocoPhillips Company
Proprietary Petroleum Pipeline Franchise
Part A: Lennox / Del Aire / West Alondra Park Area

ConocoPhillips Co.
Proprietary Franchise

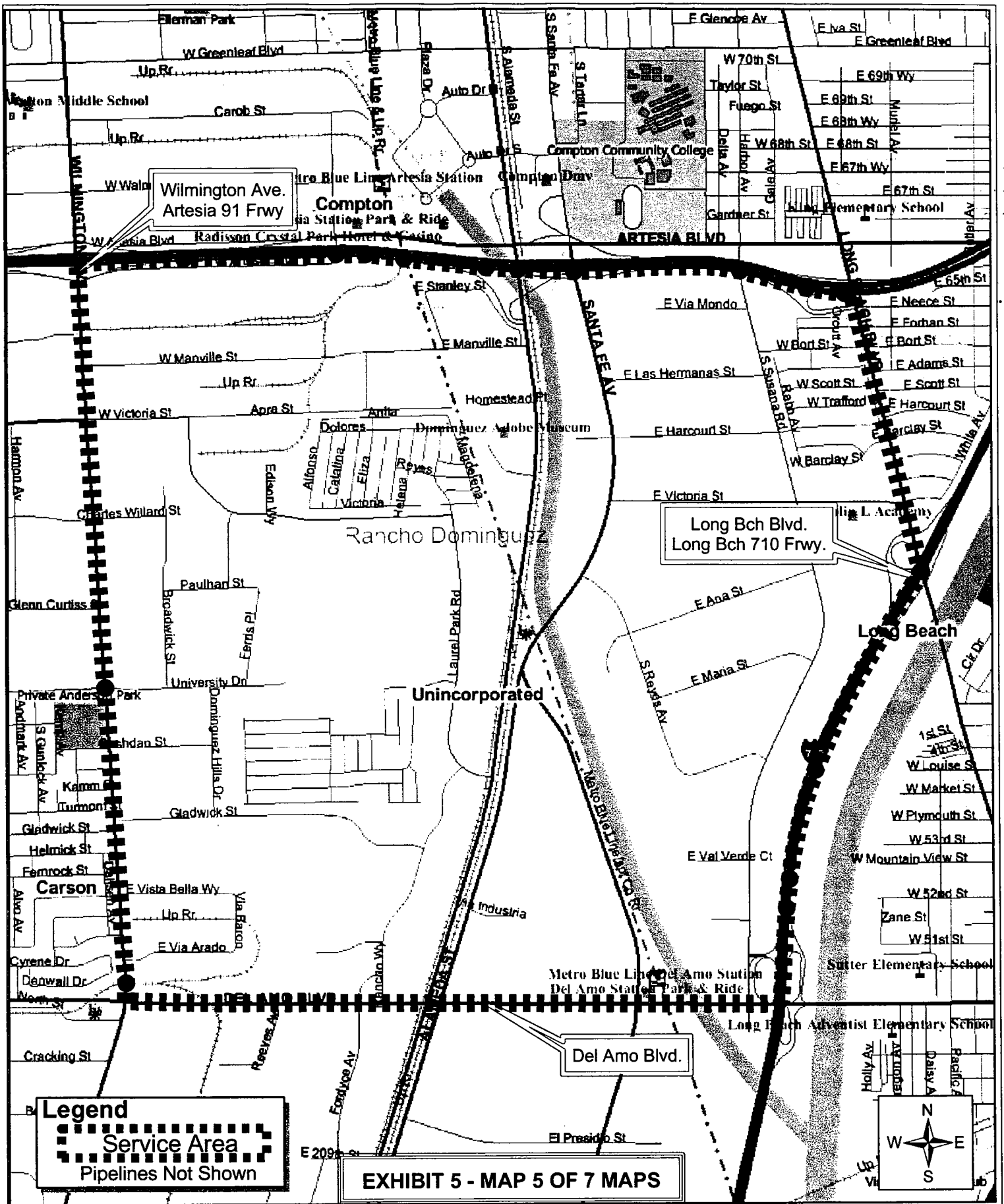
Agent
R. Ball



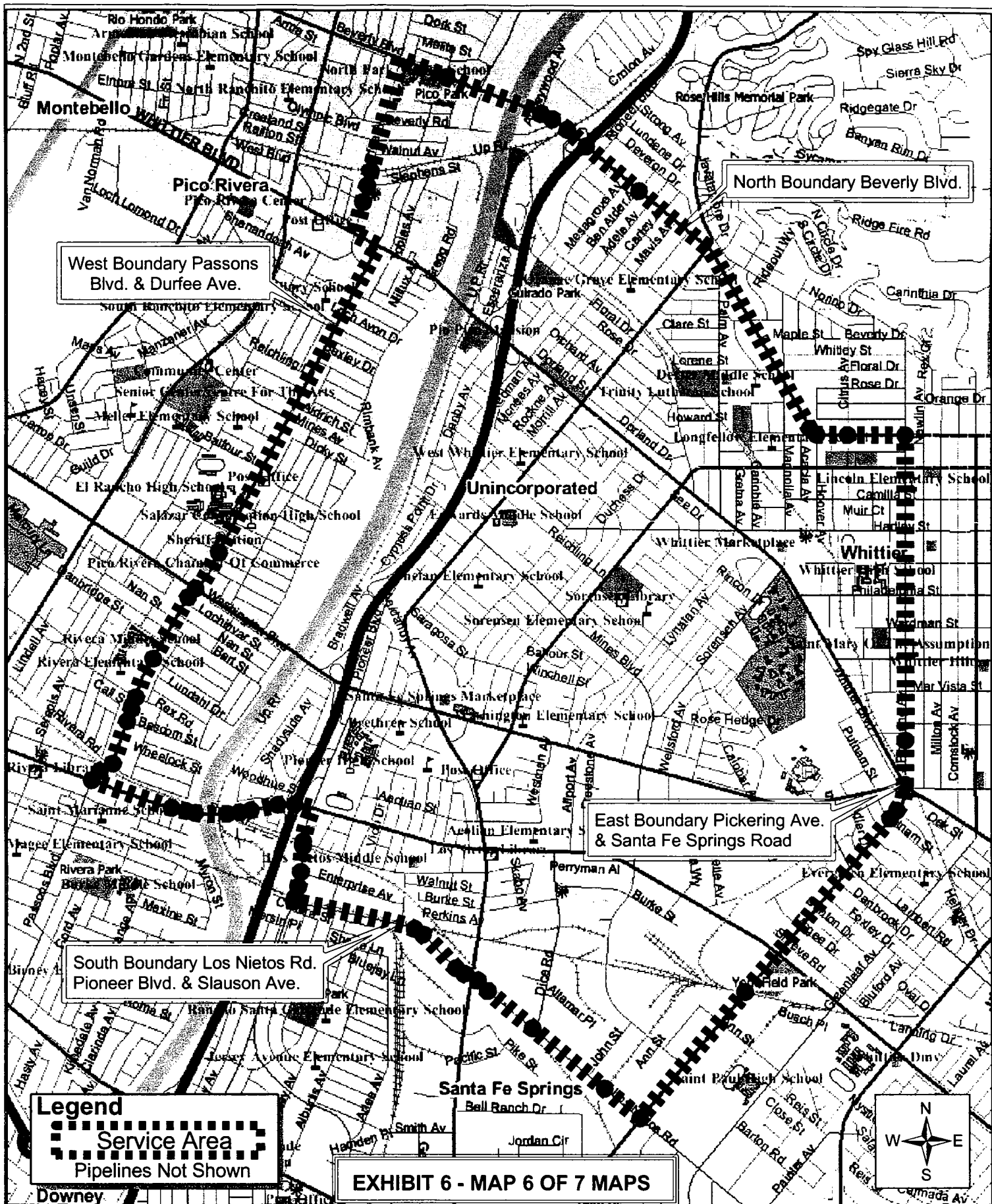
<p>Date July 15, 2005</p> <p>Sup District Dist 2 and 4</p>	<p>COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE</p> <p>ConocoPhillips Company</p> <p>Proprietary Petroleum Pipeline Franchise</p> <p>Part B: West Carson / Harbor Corridor Area</p>	<p>ConocoPhillips Co. Proprietary Franchise</p> <p>Agent R. Ball</p>
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Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part C: Westmont / West Athens Area	ConocoPhillips Co. Proprietary Franchise
Sup District Dist 2		Agent R. Ball



Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part E: East Carson / Rancho Dominguez Area	ConocoPhillips Co. Proprietary Franchise
Sup District Dist 2 and 4		Agent R. Ball



Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part F: West Whittier / Los Nietos Area	ConocoPhillips Co. Proprietary Franchise
Sup District Dist 1 and 4		Agent R. Ball

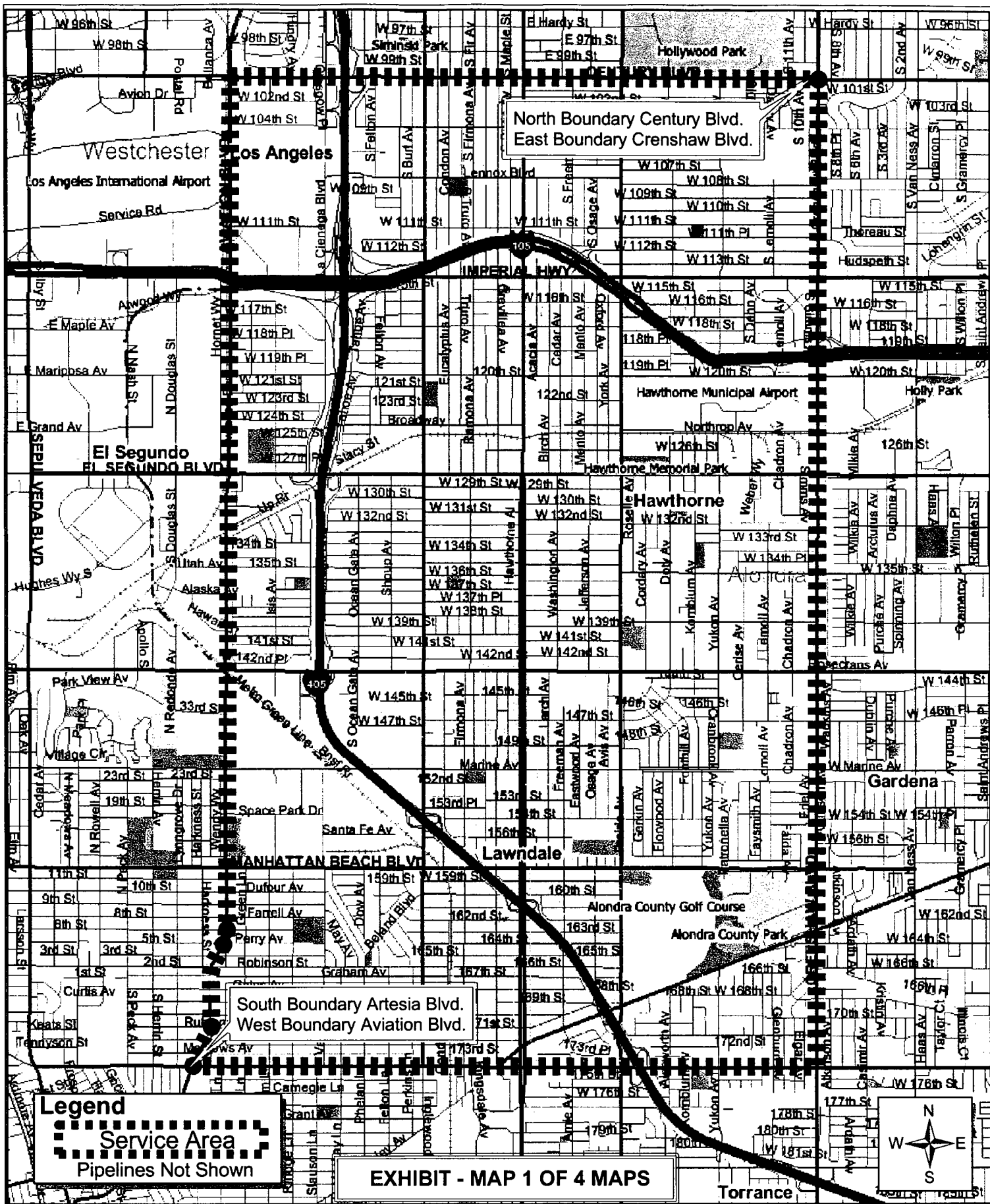
FOUR PAGES OF SERVICE AREA MAPS

ConocoPhillips Pipe Line Company

Common-carrier Franchise Ordinance

Exhibits 1 through 4

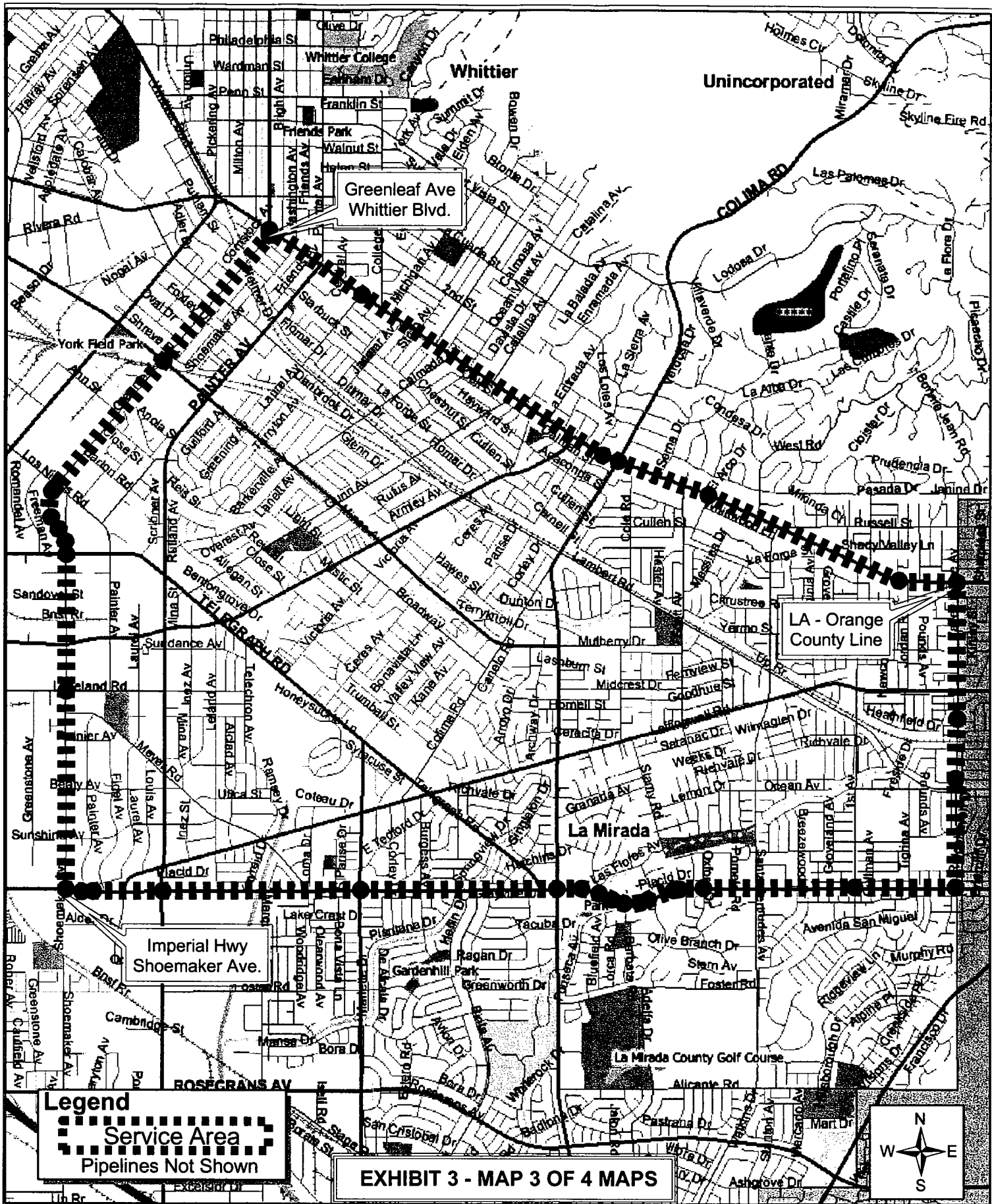
These maps illustrate the unincorporated areas affected by the franchise and are provided for the convenience of the reader.



Date July 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Pipe Line Company Common Carrier Petroleum Pipeline Franchise Part A: Lennox / Del Aire / West Alondra Park	ConocoPhillips P/L Co. Common Carrier
Sup District Dist 2 and 4		Agent R. Ball



Date July 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Pipe Line Company Common Carrier Petroleum Pipeline Franchise Part B: West Carson / Harbor Corridor	ConcoPhillips P/L Co. Common Carrier
Sup District Dist 2 & 4		Agent R. Ball



Date July 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Pipe Line Company Common Carrier Petroleum Pipeline Franchise Part C: South Whittier / East La Mirada	ConcoPhillips P/L Co. Common Carrier
Sup District Dist 1 & 4		Agent R. Ball

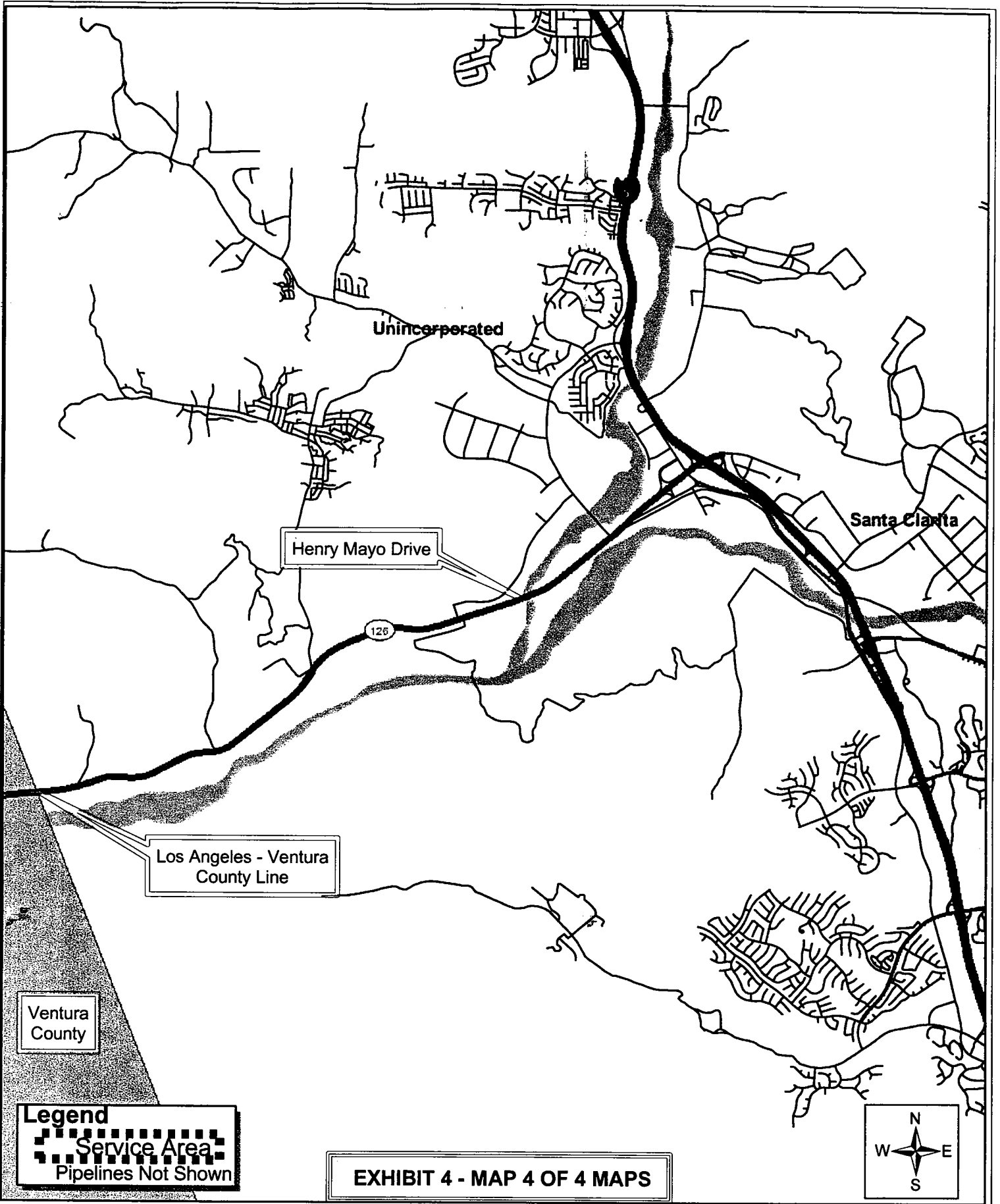


EXHIBIT 4 - MAP 4 OF 4 MAPS

Date July 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Pipe Line Company Common Carrier Petroleum Pipeline Franchise Part D: Henry Mayo Drive (State Route 126)	ConocoPhillips P/L Co. Common Carrier
Sup District Dist 5		Agent R. Ball

ATTACHMENT 1

RESOLUTION OF INTENTION

**RESOLUTION OF INTENTION TO GRANT
A PROPRIETARY PETROLEUM PIPELINE FRANCHISE
TO
CONOCOPHILLIPS COMPANY**

**RESOLUTION OF INTENTION TO GRANT A PROPRIETARY PETROLEUM
PIPELINE FRANCHISE TO CONOCOPHILLIPS COMPANY**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles,
State of California:

A. ConocoPhillips Company, a Delaware corporation ("Franchisee"), has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of fifteen (15) years, to lay, construct, maintain, operate, renew, repair, change the size of, remove, or abandon in place pipes and pipelines for the collection, transportation, and distribution of oil, petroleum, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. section 9601 et seq., and amendments thereto, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wire, cables, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use in the unincorporated territory of the County of Los Angeles, State of California, within the service areas described in the proposed ordinance attached hereto as Exhibit "A-1," and depicted on the exhibit maps attached to said ordinance as Exhibits 1 through 7.

B. It is the intention of the Board of Supervisors of the County of Los Angeles, State of California, to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee, and its successors and assigns will, during the life of its franchise, pay to the County of Los Angeles the amount specified in the proposed ordinance annually from the date of the granting of the franchise, and in the event such payment is not made, the franchise will be forfeited.

C. The franchise is described in the Ordinance attached hereto as Exhibit "A-1" and is a franchise for proprietary petroleum pipeline purposes.

D. That on the _____ day of _____, 2005, at the hour of 9:30 a.m., a day not less than twenty (20) nor more than sixty (60) days after the date of the passage of this resolution, in the hearing room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

E. The Executive Officer, Board of Supervisors, shall cause a notice of said hearing to be published at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles.

The foregoing resolution was on the ____ day of _____, 2005, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
GRACE V. CHANG
Deputy County Counsel

EXHIBIT “A-1”

PROPOSED PROPRIETARY PETROLEUM PIPELINE FRANCHISE

TO

CONOCOPHILLIPS COMPANY

ATTACHMENT 2

RESOLUTION OF INTENTION

**RESOLUTION OF INTENTION TO GRANT
A COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE
TO
CONOCOPHILLIPS PIPE LINE COMPANY**

**RESOLUTION OF INTENTION TO GRANT A COMMON-CARRIER PETROLEUM
PIPELINE FRANCHISE TO CONOCOPHILLIPS PIPE LINE COMPANY**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles,
State of California:

A. ConocoPhillips Pipe Line Company, a Delaware corporation ("Franchisee"), has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of fifteen (15) years, to lay, construct, maintain, operate, renew, repair, change the size of, remove, or abandon in place pipes and pipelines for the collection, transportation, and distribution of oil, petroleum, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. section 9601 et seq., and amendments thereto, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wire, cables, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use in the unincorporated territory of the County of Los Angeles, State of California, within the service areas described in the proposed ordinance attached hereto as Exhibit "A-2," and depicted on the exhibit maps attached to said ordinance as Exhibits 1 through 4.

B. It is the intention of the Board of Supervisors of the County of Los Angeles, State of California, to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee, and its successors and assigns will, during the life of its franchise, pay to the County of Los Angeles the amount specified in the proposed ordinance annually from the date of the granting of the franchise, and in the event such payment is not made, the franchise will be forfeited.

C. The franchise is described in the Ordinance attached hereto as Exhibit "A-2" and is a franchise for common-carrier petroleum pipeline purposes.

D. That on the day of _____, at the hour of 9:30 a.m., a day not less than twenty (20) nor more than sixty (60) days after the date of the passage of this resolution, in the hearing room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

E. The Executive Officer, Board of Supervisors, shall cause a notice of said hearing to be published at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles.

The foregoing resolution was on the ____ day of _____, 2005, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
GRACE V. CHANG
Deputy County Counsel

EXHIBIT “A-2”

PROPOSED COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE

TO

CONOCOPHILLIPS PIPE LINE COMPANY

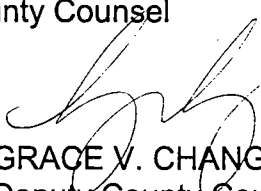
ANALYSIS

This ordinance grants a proprietary petroleum pipeline franchise to ConocoPhillips Company, a Delaware corporation ("Franchisee"), to collect, transport, and distribute petroleum and other products for a period of fifteen (15) years.

The annual franchise fee payable to the County by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee has paid a one-time granting fee of five thousand dollars (\$5,000).

RAYMOND G. FORTNER, JR.
County Counsel

By



GRACE V. CHANG
Deputy County Counsel
Property Division

GVC:gjh

(9/8/05) requested

(11/15/05) revised

ORDINANCE NO. _____

An ordinance granting a proprietary petroleum pipeline franchise to ConocoPhillips Company, a Delaware corporation, for the collection, transportation, and distribution of petroleum for a period of fifteen (15) years.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Franchise Term, Grant.

A. The right, privilege, and franchise is granted to ConocoPhillips Company, a Delaware corporation ("Franchisee"), and its successors and assigns, for a period of fifteen (15) years, beginning on the effective date of this franchise, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of petroleum, oil, gas, gasoline, or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. section 9601 et seq., and amendments thereto, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for the Franchisee's operations, in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code now or

hereafter dedicated to public use within the following described service areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the exhibit maps attached hereto:

Part A: Lennox / Del Aire / West Alondra Park Area: (Exhibit 1)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Aviation Boulevard and the northerly boundary line of West Century Boulevard, in the City of Los Angeles, California; thence easterly along the northerly boundary line of West Century Boulevard to the easterly boundary line of Crenshaw Boulevard; thence southerly along the easterly boundary line of Crenshaw Boulevard to the southerly boundary line of Artesia Boulevard; thence westerly along the southerly boundary line of Artesia Boulevard to the westerly boundary line of Aviation Boulevard; thence northerly along the westerly boundary line of Aviation Boulevard to the point of beginning, as said streets, highways, and boundary lines existed on July 15, 2005.

Part B: West Carson / Harbor Corridor Area: (Exhibit 2)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the centerline of Western Avenue with the centerline of 190th Street, in the City of Torrance, California; thence easterly and northeasterly along the centerline of 190th Street to the centerline of the Dominguez Channel; thence southeasterly along the centerline of the

Dominguez Channel to the centerline of Figueroa Street; thence southerly along the centerline of Figueroa Street to the southerly boundary line of Lomita Boulevard; thence westerly along the southerly boundary line of Lomita Boulevard to the centerline of Western Avenue; thence northerly along the centerline of Western Avenue to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part C: Westmont / West Athens Area: (Exhibit 3)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Western Avenue with the northerly boundary line of Imperial Highway, in the unincorporated territory of the County of Los Angeles, California; thence easterly along the northerly boundary line of Imperial Highway to the centerline of Hoover Street; thence southerly along the centerline of Hoover Street to the southerly boundary line of the El Segundo Boulevard; thence westerly along the southerly boundary line of the El Segundo Boulevard to the westerly boundary line of Western Avenue; thence northerly along the westerly boundary line of Western Avenue to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part D: West Compton / Willowbrook Area: (Exhibit 4)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Figueroa Street with the northerly boundary line of 120th Street, in the City of Los Angeles, California; thence easterly along the northerly boundary line of 120th Street to the easterly boundary line of Central Avenue; thence southerly along the easterly boundary line of Central Avenue to the southerly boundary line of Alondra Boulevard; thence westerly along the southerly boundary line of Alondra Boulevard to the westerly boundary line of Figueroa Street; thence northerly along the westerly boundary line of Figueroa Street to the point of beginning, as said streets, highways, and boundary lines existed on July 15, 2005.

Part E: East Carson / Rancho Dominguez Area: (Exhibit 5)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Wilmington Avenue with the centerline of the Gardena (91) Freeway, in the City of Compton, California; thence easterly along the centerline of the Gardena (91) Freeway to the centerline of Long Beach Boulevard; thence southeasterly along the centerline of Long Beach Boulevard to the centerline of the Long Beach (710) Freeway; thence southwesterly along the centerline of the Long Beach (710) Freeway to the southerly boundary line of Del Amo Boulevard; thence westerly along the southerly boundary line of Del Amo Boulevard to the westerly boundary line of Wilmington Avenue; thence northerly along the westerly boundary line of Wilmington Avenue to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part F: West Whittier / Los Nietos Area: (Exhibit 6)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the centerline of Beverly Boulevard with the centerline of Durfee Avenue, in the City of Pico Rivera, California; thence southeasterly and easterly along the centerline of Beverly Boulevard to the centerline of Pickering Avenue; thence southerly along the centerline of Pickering Avenue and its southerly prolongation to the intersection with the centerline of Whittier Boulevard; thence southeasterly along the centerline of Whittier Boulevard to the intersection with the northerly prolongation of the centerline of Santa Fe Springs Road; thence southwesterly along the centerline of Santa Fe Springs Road and its northerly prolongation to the centerline of Los Nietos Road; thence northwesterly along the centerline of Los Nietos Road to the centerline of Pioneer Boulevard; thence northerly along the centerline of Pioneer Boulevard to the southerly boundary line of Slauson Avenue; thence westerly along the southerly boundary line of Slauson Avenue to the centerline of Passons Boulevard; thence northeasterly along the centerline of Passons Boulevard to the southerly boundary line of Whittier Boulevard; thence northwesterly along the southerly boundary line of Whittier Boulevard to the intersection with the southerly prolongation of the centerline of Durfee Avenue; thence northeasterly along the centerline of Durfee Avenue to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part G: South San Gabriel / Whittier Narrows Area: (Exhibit 7)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the centerline of Beverly Boulevard with the centerline of Montebello Boulevard, in the City of Montebello, California; thence northerly and northeasterly along the centerline of Montebello Boulevard to the intersection with the southerly prolongation of the centerline of Paramount Boulevard; thence northwesterly along the centerline of Paramount Boulevard and its southerly prolongation to the centerline of the Pomona (60) Freeway; thence easterly along the centerline of the Pomona (60) Freeway to the centerline of Peck Road; thence southerly along the centerline of Peck Road to the centerline of the San Gabriel River (605) Freeway; thence southwesterly along the centerline of the San Gabriel River (605) Freeway to the centerline of Beverly Boulevard; thence westerly and northwesterly along the centerline of Beverly Boulevard to the point of beginning, as said streets, highways, and centerlines existed on July 15, 2005.

SECTION 2. Consideration; Payment of Fees.

A. As consideration for the franchise granted, the Franchisee shall pay the County's Chief Administrative Office ("CAO") a one-time granting fee of five thousand dollars (\$5,000) within thirty (30) days after the adoption of this ordinance.

B. As additional consideration for the franchise granted, the Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year, for each year during the life of the franchise ("fee payment date"), to the County, in

lawful money of the United States, a franchise fee computed annually ("annual franchise fee"), as set forth in this Section 2.B. and Section 2.C., below. The "base annual fee" shall be calculated according to the applicable base rate for each lineal foot of pipeline as follows:

The length of pipe expressed in feet located within the service area(s) described in Section 1 shall be multiplied by the applicable base rate, derived in accordance with the following formula:

1. For pipes eight (8) inches or less in nominal internal diameter, the base annual fee shall be twenty-one (21) cents per lineal foot for main lines in highways as of December 31 of the calendar year preceding the applicable fee payment date; and
2. For pipes greater than eight (8) inches in nominal internal diameter, the base annual fee shall be twenty-one (21) cents per lineal foot for main lines in highways as of December 31 of the calendar year preceding the applicable fee payment date, for the first eight (8) inches of nominal internal diameter, plus three (3) cents per nominal internal diameter inch or fraction thereof over eight (8) inches.

C. The total amount of the annual franchise fee payment shall be calculated from the base annual fee and adjusted each calendar year, including the year of granting of this franchise, on the applicable fee payment date in accordance with the following formula:

1. The "Producer Price Index ("PPI") for all Commodities (1982 = 100)," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such

index as it stands on the date the franchise becomes effective shall be defined as the "base index," which is declared to be 100, and the index for the month of September immediately preceding the fee payment date shall be defined as the "current index";

2. If the current index differs from the base index, then the base annual fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The base annual fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 200 and the current index is 210, the annual franchise fee shall be one hundred and five percent (i.e., $210 / 200 = 1.050 = 105\%$) times the base annual fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the annual franchise fee calculated using said factor, be less than the base annual fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the PPI for all commodities (1982 = 100), and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each annual franchise fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the amount of annual franchise fee payment calculated according to the base rate and

adjusted by reference to such other price index be less than the base annual fee as set forth in Section 2.B.

D. In addition to the foregoing annual payment, the Franchisee shall also pay:

1. The County Department of Public Works, Construction Division, Permit Section, on or before the fee payment date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during the preceding calendar year; and

2. The County Auditor-Controller, on or before the fee payment date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile or portion thereof for underground conduits for wires, cables, telephone, or telegraph lines maintained under the franchise during the preceding calendar year.

E. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

F. The Franchisee shall also pay any application, administrative, and processing fees required in connection with this franchise. These fees may be charged at the then-current applicable rates.

SECTION 3. Reports.

The Franchisee shall during the life of the franchise:

A. File with the County Auditor-Controller and the CAO, Director of Real Estate, on the fee payment date, with one copy to each, a report, verified under oath by a duly authorized representative of the Franchisee, showing as of December 31 of the immediately preceding calendar year ("franchise report period"), the length of main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per lineal foot per year under Section 2, and the computation of the total amount of the annual franchise fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or the CAO, Director of Real Estate, to calculate or verify the calculation of the annual franchise fee as required by Section 2;

B. In the report prepared pursuant to subsection 3.A above, Franchisee shall also show: any change in franchise footage since the end of the most recent franchise report period, if any, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph, or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines in territory annexed or incorporated since the last day of the most recent franchise report period; and

C. File with the Director of the County Department of Public Works and the CAO, Director of Real Estate, on or before the fee payment date, with one copy to each, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed franchise report period, together with the length and size of such main lines and conduits.

SECTION 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, the Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the due date. The ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the ninety-first (91st) day after the due date.

SECTION 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless the County and its special districts, elected and appointed officers, employees, and agents ("County's agents") from and against any and all liability and expense, including claims and

lawsuits for injuries or damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, including property of the Franchisee, and including pollution liability, defense costs, legal fees, and workers' compensation benefits, based upon, arising from, or relating to either: (1) Franchisee's operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's agents") in connection with this franchise; and/or (2) the acts or omissions of Franchisee, Franchisee's agents, or any person in connection with activities or work conducted or performed pursuant to this franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless the County and the County's agents, from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, legal fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with this franchise. The Franchisee shall not be obligated to indemnify the County and County's agents for liability and expense arising from the active negligence of the County and the County's agents.

B. The County shall be immediately notified by Franchisee of all discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon

products, wet gas, industrial gas, chemicals, steam, water, waste water, mud, or other substances from Franchisee's pipelines. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, state, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this section, County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by County, Franchisee shall reimburse County for all County expenses reasonably incurred in connection with County's actions including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of County or County's agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this franchise, and on or before the expiration date of each term of insurance, to the Chief Administrative Office, Real Estate Division, Attn: Property Management Section, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, or such other address(es) as Franchisee may be directed in writing by the CAO to use. Such certificates or other evidence shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of workers' compensation or other insurance required by this Section 5;
- d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's agents as insureds for all activities arising from this franchise; and
- e. Show the Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-

insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. The Franchisee agrees to release the County and County's agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County of Los Angeles and the County's agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, unless otherwise approved by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

6. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Franchisee's employees. If the Franchisee's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the Federal U.S. Longshoreman and Harbor Worker Compensation Act, Jones Act, or any other federal law to which the Franchisee is subject. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

- a. Each accident: one million dollars (\$1,000,000).
- b. Disease-policy limit: one million dollars (\$1,000,000).
- c. Disease-each employee: one million dollars (\$1,000,000).

D. Franchisee shall furnish the CAO, Real Estate Division, at the location specified in subsection 5.C.1 within thirty (30) days of the adoption of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C or a certificate of insurance for each of said policies executed by the Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. As an alternative to commercial insurance from Franchisee, the County may consider and approve, at the County's sole option, Franchisee's use of a program of self-insurance or self-insured retention, upon review and approval of the following:

1. An agreement to provide the County and the County's agents with indemnification in accordance with subsections 5.A and 5.B. The County shall be provided at least the same defense of suits and payments of claims as would be provided by the commercial insurance policy described above, and without being subject to a deductible or self-insured retention.

2. A formal declaration by Franchisee to be self-insured for the type and amount of coverage indicated in this ordinance. This can be in the form of a corporate resolution or a certified statement from an authorized principal of the Franchisee. Franchisee must notify the CAO, Real Estate Division, at the location

specified in subsection 5.C.1, immediately of discontinuation or substantial change in the self-insurance or self-insured retention program.

3. An agreement to notify the CAO immediately of any claim, judgment, settlement, award, verdict, or change in Franchisee's financial condition which would have a significant negative effect on the protection that the self-insurance or self-insured retention program provides to the County.

4. The name, address, and telephone number of Franchisee's legal counsel and claim representative, respectively, for the self-insurance or self-insured retention program.

5. Upon request by CAO, an audited financial statement that gives evidence of Franchisee's capacity to respond to claims falling within the self-insurance or self-retention program. Resubmission of such a statement may be required annually for the duration of the franchise, or more frequently at the request of the CAO.

6. A Certificate of Consent to Self-Insure issued by the State of California, Department of Industrial Relations certifying Franchisee's compliance with the requirements of the Director of Industrial Relations under the provisions of the Labor Code of the State of California (sections 3700 to 3705, inclusive) and certifying that Franchisee has furnished satisfactory proof to said Director of Franchisee's ability to self-insure and to pay any compensation that may become due to Franchisee's employees.

7. Failure on the part of the Franchisee to comply with the County's requirements for approval of a program of self-insurance or self-insured retention will result in withdrawal of the County's approval to self-insure.

F. Within thirty (30) days following the adoption of this ordinance, Franchisee shall provide to the CAO, at the location specified in subsection 5.C.1, a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000) payable to the County of Los Angeles and executed by a corporate surety, acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the Franchisee of the terms and conditions of this franchise and shall provide that, in case of any breach of condition of this franchise, the whole amount of the penal sum of \$50,000, or any portion thereof, shall be deemed to be liquidated damages, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one (1) year following the CAO's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of the franchise.

The CAO may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept certificates of deposit, cash deposits, irrevocable letters of credit, or U.S. government securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative security shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer Tax Collector, as applicable.

G. The types and amounts of said insurance coverage and bonding shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

H. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

I. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section 5, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

SECTION 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, assign, lease, hypothecate, place in trust, or change the control of the franchise or any part thereof (each of which is hereinafter referred to as an "assignment"), to any other person or entity ("transferee") except with the written consent of the CAO, and after payment of a transfer fee as detailed in subsection 6.G. As used in this section, "transfer" includes stock transfer, and "control" includes actual working control in whatever manner exercised.

B. Franchisee shall give notice to the CAO of any pending assignment, except as excluded in subsection 6.E, and shall provide all documents requested by the CAO, as set forth in subsection 6.F, on which the assignment is predicated. Consent to any such assignment shall only be refused if the CAO finds that Franchisee is in noncompliance with the terms and conditions of the franchise and/or that the proposed transferee, as applicable, is lacking in experience and/or financial ability to meet the franchise obligations. Consent from the CAO shall be conditioned upon the terms and conditions set forth in the assignment documents delivered to County, the assumption by the transferee, as applicable, of all the Franchisee's covenants and obligations under the franchise, and all information provided to the CAO under subsection 6.F, below, being true and correct as of the time of submittal to the CAO. Upon receipt of such consent from the CAO, Franchisee may proceed to consummate the assignment.

C. Franchisee shall file with the CAO within thirty (30) days after the effective date of any assignment, a certified copy of the duly executed instrument(s) which officially evidences such assignment. If such duly executed instrument(s) is not filed

with the CAO within thirty (30) days after the effective date of such proposed assignment, or if the conditions to consent by the CAO have not been met, then the CAO may notify the Franchisee and the proposed transferee that the assignment is not deemed approved by the County. The CAO may then administratively determine that the assignment has no force or effect or that the franchise is forfeited and the Board may repeal this franchise.

D. As a condition to granting consent to such assignment, the County may impose such additional terms and conditions upon this franchise and upon the proposed transferee which the CAO recommends or the Board deems to be in the public interest. Such additional terms and conditions shall be expressed by ordinance. Nothing contained herein shall be construed to grant Franchisee the right to complete an assignment except in the manner aforesaid. This section applies to any assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, divestment, or other change is effected in such a way as to give control of, or a twenty-five percent (25%) or more interest in, Franchisee, to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in the Franchisee on the effective date of the franchise or the effective date of the last approved assignment, consent thereof shall be required as otherwise provided in this Section 6.

F. Upon notice by Franchisee of any pending assignment, the proposed transferee shall submit an assignment application to the CAO, which shall contain at a minimum:

1. Identification of the proposed transferee which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed transferee(s), or any other business entity owning or controlling the proposed transferee in part or in whole;

2. A current financial statement, which has been audited by a certified public accountant demonstrating conclusively to the satisfaction of the CAO that the proposed transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed transferee has been in existence for less than three (3) years, then for such period of existence;

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed assignment ("assignment documents"); and

4. Other information which may be required by the CAO to assess the capability of the proposed transferee to operate and maintain the franchise.

G. The transfer fee shall be submitted with the Franchisee's request for the County's consent to any assignment described in subsection 6.A and shall be determined as follows:

1. Consent to assignment or any other action, in which the County does not elect to modify the franchise by adoption of an amending ordinance: one thousand dollars (\$1,000).

2. Consent to assignment or any other action, in which the County elects to modify the franchise by adoption of an amending ordinance: two thousand five hundred dollars (\$2,500).

3. In the event County's actual costs to process the proposed assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, the Franchisee and proposed transferee may be required to pay any additional costs incurred by the County in processing the Franchisee's and/or proposed transferee's request for assignment. Such costs shall be paid by the Franchisee and the proposed transferee prior to final consideration of the request by the CAO or the Board, as applicable.

SECTION 7. Relocation of Pipelines.

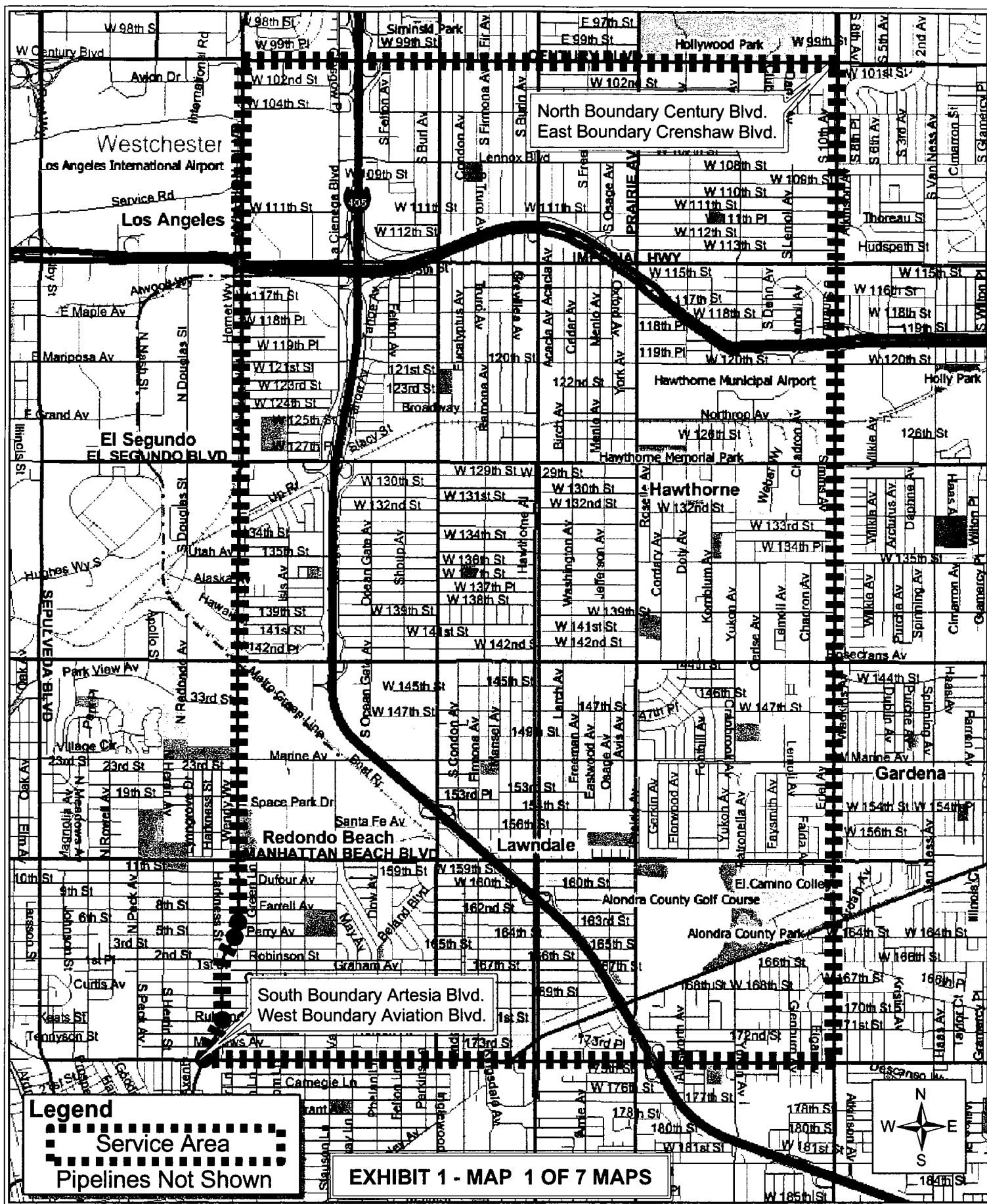
In the event the Franchisee receives notice to relocate its pipelines and appurtenances pursuant to Section 16.52.290 of the County Code, in addition to all obligations of Franchisee and rights of the County under Sections 16.38.450 and 16.52.290 of the County Code, if Franchisee neglects or fails to relocate its facilities in a timely manner after receipt of any such notice, Franchisee shall be solely responsible

for, and shall reimburse the County, City, and other applicable public entities, any and all additional costs or expenses incurred by the County, City, and other applicable public entities, due to, or resulting from, such delay in relocation of the facilities.

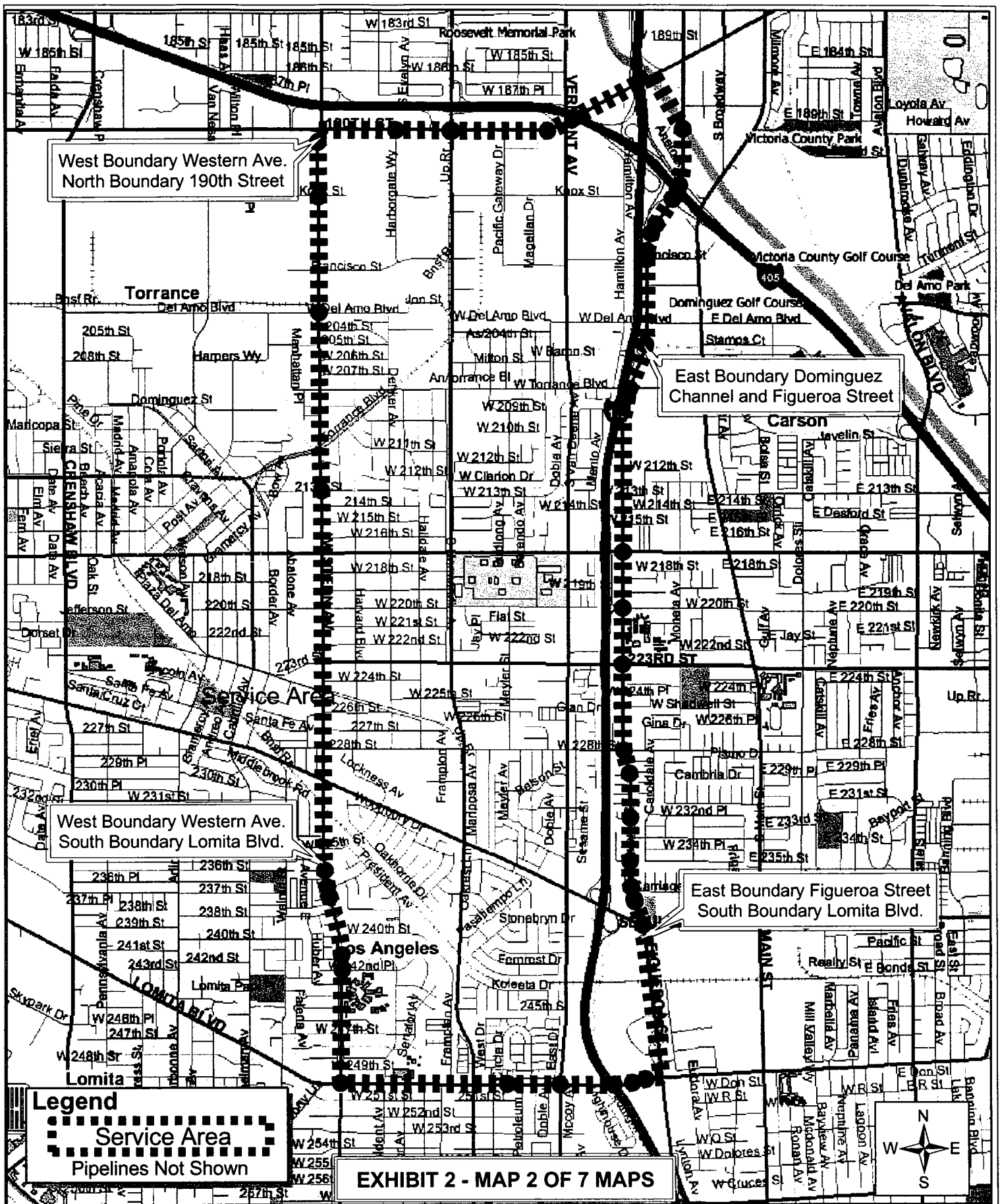
SECTION 8. Pipeline Franchise Ordinance.

In addition to the terms and conditions stated herein, this franchise is granted under all of the terms and conditions contained in the County Pipeline Franchise Ordinance, Title 16, Division 3A, of the Los Angeles County Code, as codified in 1978 and amended to date, which is incorporated herein by reference, as it may hereafter be amended. In the event the terms and conditions of this franchise conflict with the terms of the County Pipeline Franchise Ordinance, the terms and conditions hereof shall control. Without limiting the generality of the foregoing, Sections 16.52.020H, 16.52.100, 16.52.110, 16.52.120, 16.52.140, 16.52.150, 16.52.200, 16.52.220, 16.52.340, 16.54.050, 16.54.060, 16.54.070, 16.54.080, and 16.54.090 are superseded by this franchise granting ordinance.

[ConnocoPhillipsFmExtGCCC]



Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise		ConocoPhillips Co. Proprietary Franchise
Sup District Dist 2 and 4	Part A: Lennox / Del Aire / West Alondra Park Area		Agent R. Ball



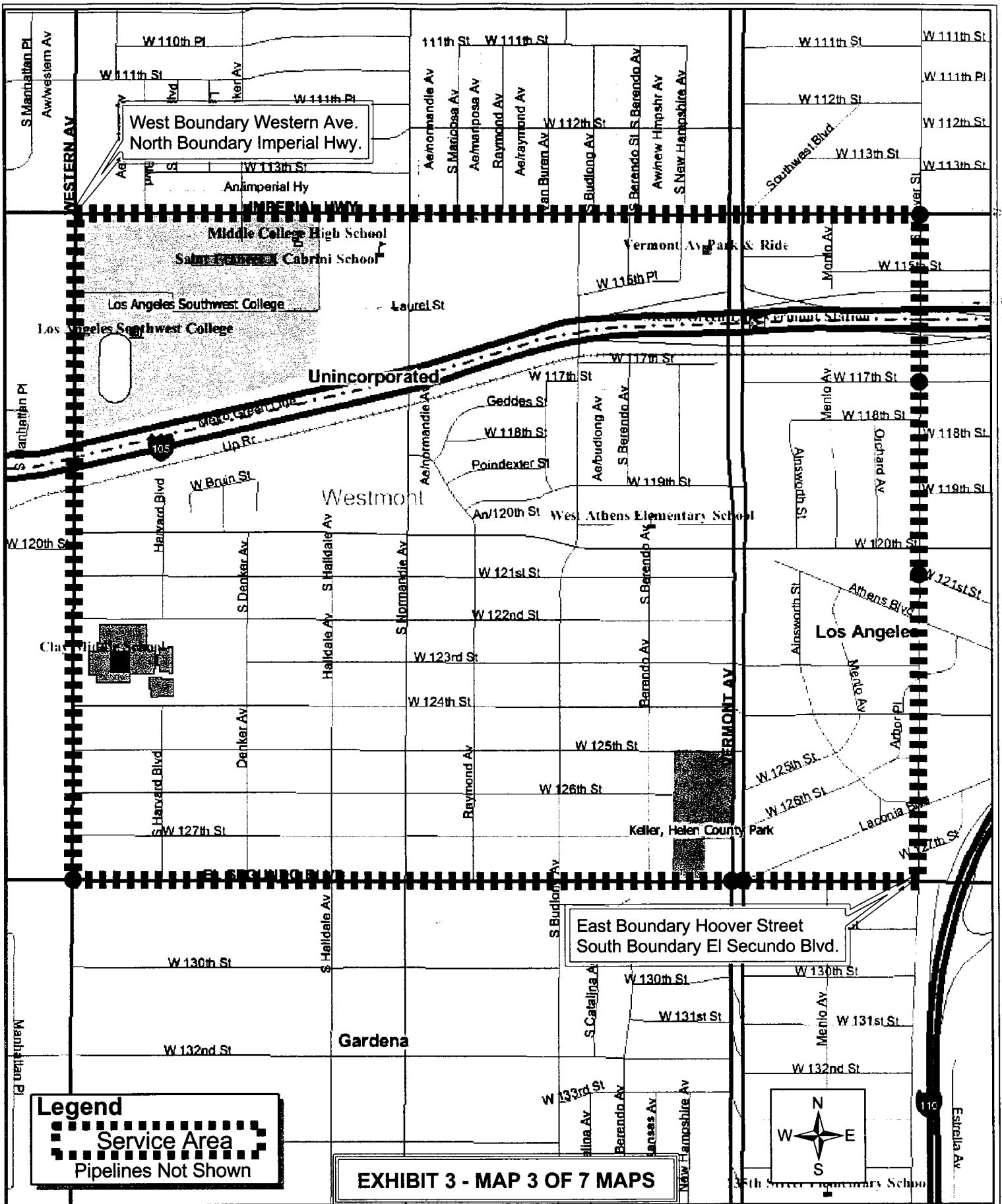
Date
July 15, 2005

Sup District
Dist 2 and 4

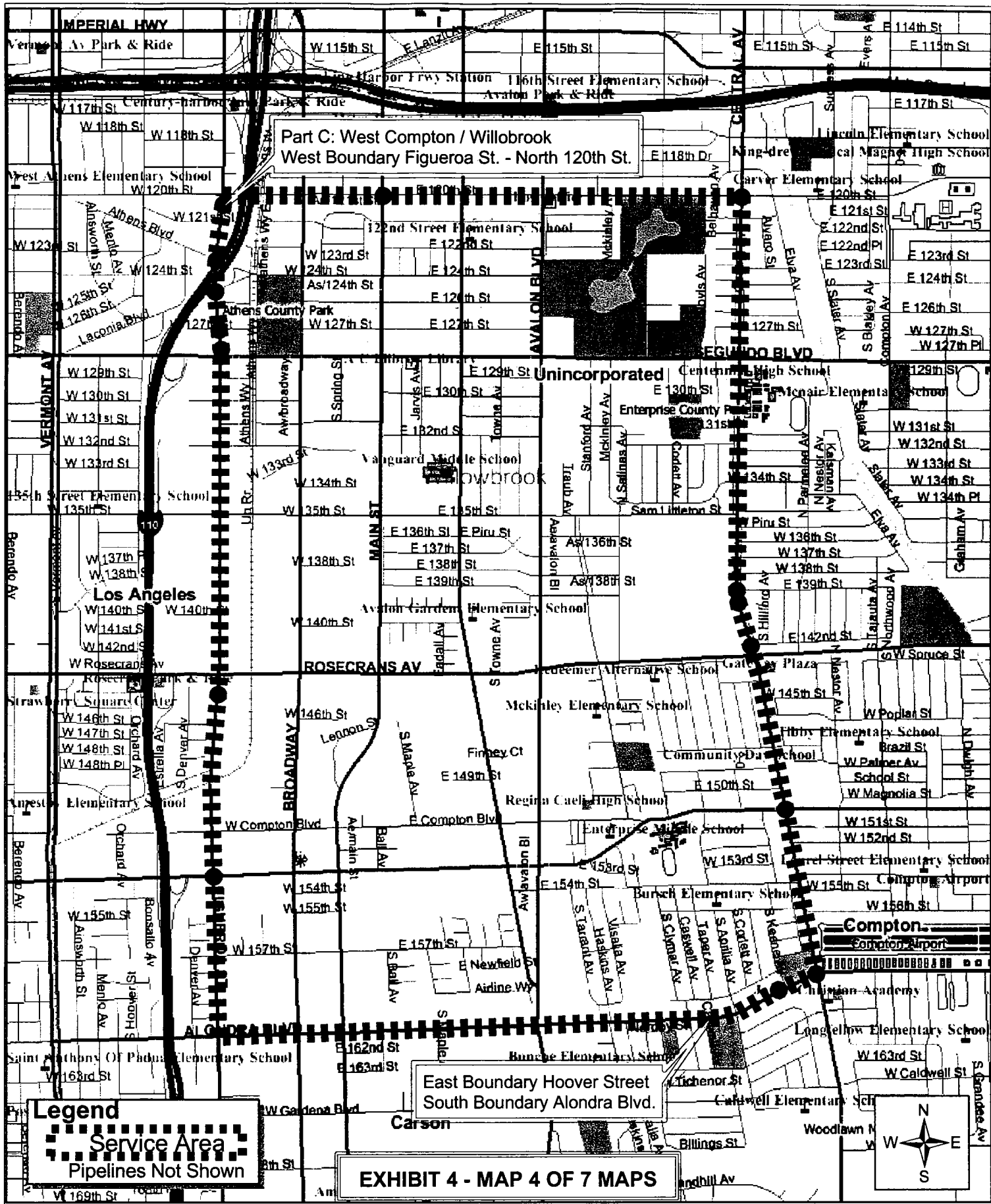
COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE
ConocoPhillips Company
Proprietary Petroleum Pipeline Franchise
Part B: West Carson / Harbor Corridor Area

ConocoPhillips Co.
Proprietary Franchise

Agent
R. Ball



Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part C: Westmont / West Athens Area	ConocoPhillips Co. Proprietary Franchise
Sup District Dist 2		Agent R. Ball



Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part D: West Compton / Willobrook Area		ConocoPhillips Co. Proprietary Franchise
Sup District Dist 2			Agent R. Ball

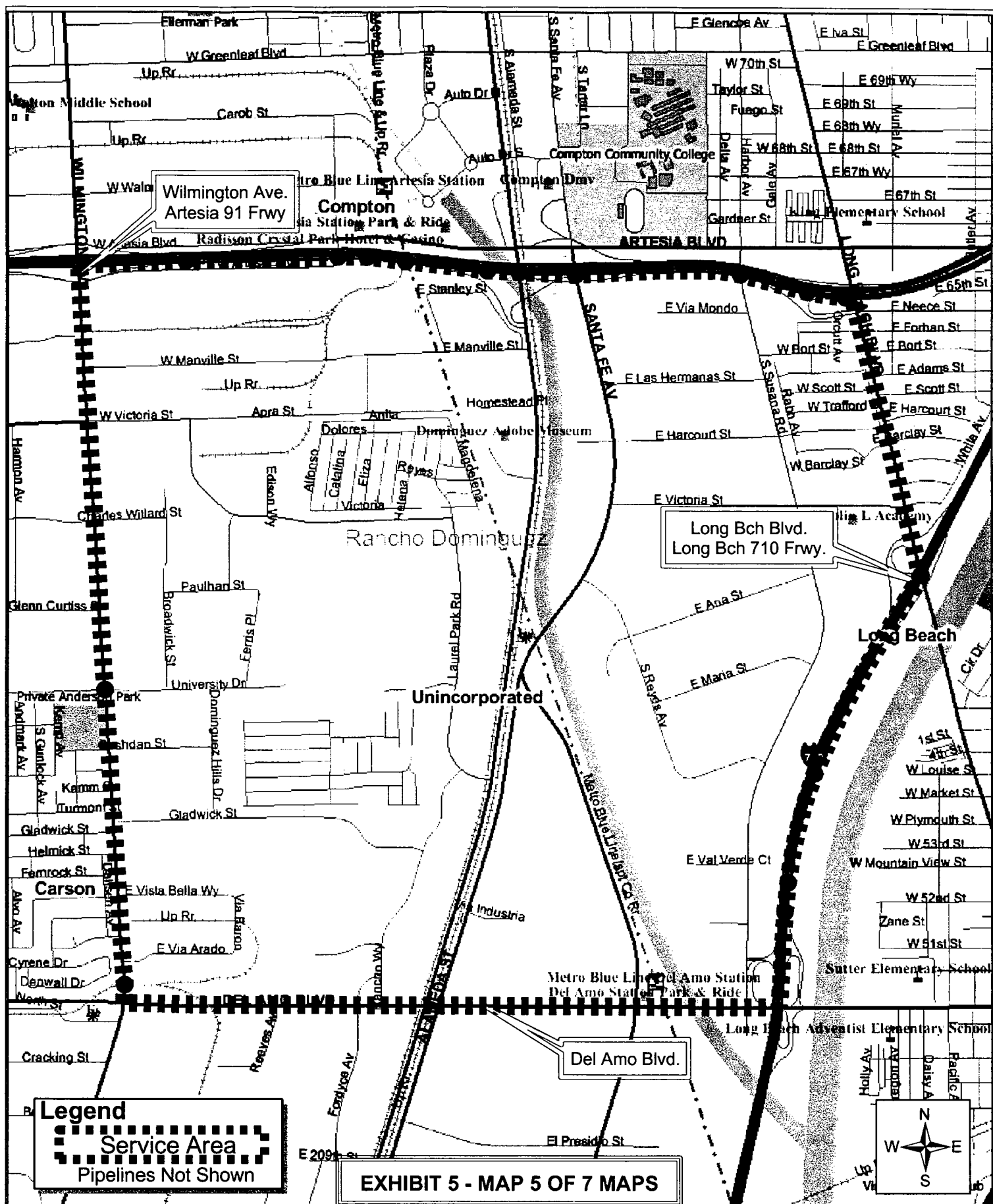


EXHIBIT 5 - MAP 5 OF 7 MAPS

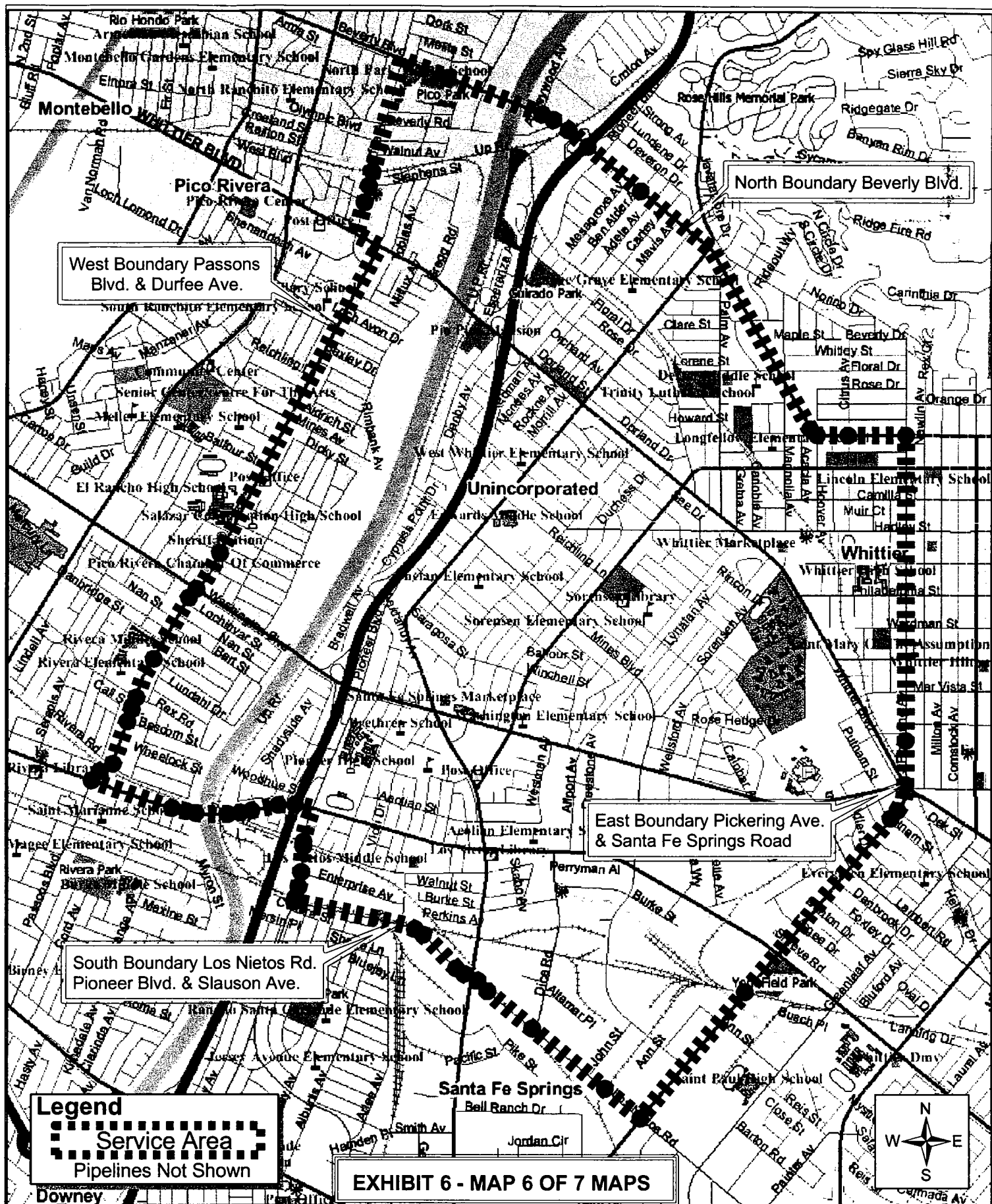
Date
July 15, 2005

Sup District
Dist 2 and 4

COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE
ConocoPhillips Company
Proprietary Petroleum Pipeline Franchise
Part E: East Carson / Rancho Dominguez Area

ConocoPhillips Co.
Proprietary Franchise

Agent
R. Ball



<p>Date July 15, 2005</p> <p>Sup District Dist 1 and 4</p>	<p>COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE</p> <p>ConocoPhillips Company</p> <p>Proprietary Petroleum Pipeline Franchise</p> <p>Part F: West Whittier / Los Nietos Area</p>	<p>ConocoPhillips Co. Proprietary Franchise</p> <p>Agent R. Ball</p>
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Date July 15, 2005	COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Company Proprietary Petroleum Pipeline Franchise Part G: South San Gabriel / Whittier Narrows Area		ConocoPhillips Co. Proprietary Franchise
Sup District Dist 1 and 4			Agent R. Ball

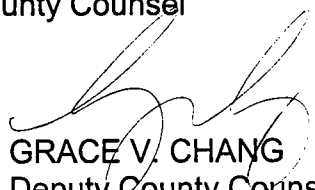
ANALYSIS

This ordinance grants a common-carrier petroleum pipeline franchise to ConocoPhillips Pipe Line Company, a Delaware corporation ("Franchisee"), to collect, transport, and distribute petroleum and other products for a period of fifteen (15) years.

The annual franchise fee payable to the County by Franchisee will be determined according to a formula contained in California Public Utilities Code section 6231.5. Franchisee will additionally pay various annual fees required by Title 16, Division 3A, of the Los Angeles County Code and has also paid a one-time granting fee of five thousand dollars (\$5,000).

RAYMOND G. FORTNER, JR.
County Counsel

By


GRACE V. CHANG
Deputy County Counsel
Property Division

GVC:gjh

(9/8/05) requested

(11/15/05) revised

ORDINANCE NO. _____

An ordinance granting a common-carrier petroleum pipeline franchise to ConocoPhillips Pipe Line Company, a Delaware corporation, for the collection, transportation, and distribution of petroleum for a period of fifteen (15) years.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Franchise Term, Grant.

A. The right, privilege, and franchise is granted to ConocoPhillips Pipe Line Company, a Delaware corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on the effective date of this franchise, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. section 9601 et. seq., and amendments thereto, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for the Franchisee's operations, in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code now or

hereafter dedicated to the public use within the following described service areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the exhibit maps attached hereto.

Part A: Lennox / Del Aire / West Alondra Park Area: (Exhibit 1)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Aviation Boulevard and the northerly boundary line of West Century Boulevard, in the City of Los Angeles, California; thence easterly along the northerly boundary line of West Century Boulevard to the easterly boundary line of Crenshaw Boulevard; thence southerly along the easterly boundary line of Crenshaw Boulevard to the southerly boundary line of Artesia Boulevard; thence westerly along the southerly boundary line of Artesia Boulevard to the westerly boundary line of Aviation Boulevard; thence northerly along the westerly boundary line of Aviation Boulevard to the point of beginning, as said streets, highways, and boundary lines existed on July 15, 2005.

Part B: West Carson / Harbor Corridor Area: (Exhibit 2)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the centerline of Western Avenue with the centerline of 190th Street, in the City of Torrance, California; thence easterly and northeasterly along the centerline of 190th Street to the centerline of the

Dominguez Channel; thence southeasterly along the centerline of the Dominguez Channel to the centerline of Figueroa Street; thence southerly along the centerline of Figueroa Street to the southerly boundary line of Lomita Boulevard; thence westerly along the southerly boundary line of Lomita Boulevard to the centerline of Western Avenue; thence northerly along the centerline of Western Avenue to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part C: South Whittier / East La Mirada Area: (Exhibit 3)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

Beginning at the intersection of the westerly boundary line of Greenleaf Avenue, with the centerline of Whittier Boulevard, in the City of Whittier, California; thence southeasterly along the centerline of Whittier Boulevard to the easterly boundary line of the County of Los Angeles, California, said boundary line being also the westerly boundary line of the City of La Habra, in the County of Orange, California; thence southerly along the easterly boundary line of the County of Los Angeles to the southerly boundary line of Imperial Highway; thence westerly along the southerly boundary line of Imperial Highway to the westerly boundary line of Shoemaker Avenue; thence northerly along the westerly boundary line of Shoemaker Avenue, to the point on said westerly boundary line where Shoemaker Avenue becomes Greenleaf Avenue; thence northerly

along the westerly boundary line of Greenleaf Avenue, to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on July 15, 2005.

Part D: Henry Mayo Drive / State Route 126: (Exhibit 4)

Those unincorporated areas of Los Angeles County lying within the following described boundaries:

All of Henry Mayo Drive, State Route 126, within the unincorporated areas of Los Angeles County, California, lying westerly of the westerly boundary line of the Golden State (5) Freeway, and lying easterly of the easterly boundary line of the County of Ventura, California, said boundary line being also the westerly boundary line of the County of Los Angeles, California, as said streets, highways, and boundary lines existed on July 15, 2005.

SECTION 2. Consideration; Payment of Fees.

During such time as the Franchisee's operations and rates for transportation are considered to be subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. As consideration for the franchise granted, the Franchisee shall pay the County's Chief Administrative Office ("CAO") a one-time granting fee of five thousand dollars (\$5,000) within thirty (30) days after the adoption of this ordinance.

B. As additional consideration for the franchise granted, the Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year,

for each year during the life of the franchise ("fee payment date"), to the County, in lawful money of the United States, a franchise fee computed annually ("annual franchise fee"), as set forth in this Section 2.B. and Section 2.C., below. The "base annual fee" shall be calculated according to the applicable base rate for each lineal foot of pipeline as follows:

The length of pipe expressed in feet located within the service area(s) described in Section 1 shall be multiplied by the applicable base rate, derived in accordance with the following schedule pursuant to section 6231.5 of the California Public Utilities Code:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528

26	0.572
28	0.616
30	0.660

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a 12-inch diameter pipe as the diameter of the unlisted pipe is to 12 inches.

C. The total amount of the annual franchise fee payment shall be calculated from the base annual fee and adjusted each calendar year, including the year of granting this franchise, on the applicable fee payment date in accordance with the following formula:

1. The "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it existed on June 30, 1989 (i.e., 128.7), shall be defined as the "base index," which is declared to be 100, and the index for the month of September immediately preceding the fee payment date shall be defined as the "current index";

2. If the current index differs from the base index, then the base annual fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The base annual fee shall be multiplied by

an adjustment factor determined by dividing the current index by the base index. For example, if the current index is 194.5, the annual franchise fee shall be one hundred and fifty-one and 1/10th percent (i.e., $194.5 / 128.7 = 1.511 = 151.1\%$) times the base annual fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the annual franchise fee calculated using said factor, be less than the base annual fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no translation or transposition table prepared by the Bureau is available applicable to the CPI-U as it existed on June 30, 1989, then the amount of each annual franchise fee shall be computed by reference to such other price index as may be chosen by the County, which shall, in its judgment, vary from the rates specified in Public Utilities Code section 6231.5 in approximate proportion as then-current commodity consumer prices vary from commodity consumer prices which were current in December 1988, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the amount of the annual franchise fee payment calculated according to the base rate and adjusted by reference to such other price index be less than the base annual fee as set forth in Section 2.B.

D. In addition to the foregoing annual payment, the Franchisee shall also pay:

1. The County Department of Public Works, Construction Division, Permit Section, on or before the fee payment date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100.00) per mile or fraction thereof for all new main lines laid during the preceding calendar year; and

2. The County Auditor-Controller, on or before the fee payment date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile or portion thereof for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

E. In the event section 6231.5 of the California Public Utilities Code ceases to be applicable to any of the Franchisee's pipelines, operations, or transportation rates, the County reserves the right to charge the Franchisee the rates then currently charged by the County for similar proprietary pipelines or the maximum amount permitted by law, whichever is greater.

F. In the event section 6231.5 of the California Public Utilities Code is no longer applicable to the franchise, the County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that

good cause exists for such change, and such change is not in conflict with the laws of the State of California.

G. Franchisee shall also pay any application, administrative, and processing fees required in connection with this franchise. These fees may be charged at the then-current applicable rate for any such actions.

SECTION 3. Reports.

The Franchisee shall during the life of the franchise:

A. File with the County Auditor-Controller, and the CAO, Director of Real Estate, on the fee payment date, with one (1) copy to each, a report verified under oath by a duly authorized representative of the Franchisee, showing as of December 31 of the immediately preceding calendar year ("franchise report period"), the length of main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per lineal foot per year under Section 2, and the computation of the total amount of the annual franchise fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or the CAO, Director of Real Estate, to calculate or verify the calculation of the annual franchise fee required by Section 2;

B. In the report prepared pursuant to subsection 3.A above, Franchisee shall also show: any change in franchise footage since the end of the most recent franchise report period, if any, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such

main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines, or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines in territory annexed or incorporated since the last day of the most recent franchise report period; and

C. File with the Director of the County Department of Public Works and the CAO, Director of Real Estate, on or before the fee payment date, with one (1) copy to each, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed franchise report period, together with the length and size of such main lines and conduits.

SECTION 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, the Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the due date. The ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the ninety-first (91st) day after the due date.

SECTION 5. Indemnification, Insurance, and Bonding.

The Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless the County and its special districts, elected and appointed officers, employees, and agents ("County's agents") from and against any and all liability and expense, including claims and lawsuits, for injuries or damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, including property of the Franchisee, and including pollution liability, defense costs, legal fees, and workers' compensation benefits, based upon, arising from, or relating to either: (1) Franchisee's operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's agents") in connection with this franchise; and/or (2) the acts or omissions of Franchisee, Franchisee's agents, or any person in connection with activities or work conducted or performed pursuant to this franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless the County and the County's agents from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, legal fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any

person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above-ground or below-ground watercourse or body of water, in connection with this franchise. The Franchisee shall not be obligated to indemnify the County and County's agents for liability and expense arising from the active negligence of the County or County's agents.

B. The County shall be immediately notified by Franchisee of all discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, waste water, mud, or other substances from Franchisee's pipelines. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, state, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this section, County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by County, Franchisee shall reimburse County for all County expenses reasonably incurred in connection with County's actions including,

but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of County or County's agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this franchise, and on or before the expiration date of each term of insurance, to the Chief Administrative Office, Real Estate Division, Attn: Property Management Section, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, or such other address(es) as Franchisee may be directed in writing by the CAO to use. Such certificates or other evidence shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or

termination of any program of workers' compensation or other insurance required by this Section 5;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's agents as insureds for all activities arising from this franchise; and

e. Show the Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. The Franchisee agrees to release the County and County's agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County of Los Angeles and the County's agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, unless otherwise approved by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

6. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Franchisee's employees. If the Franchisee's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the Federal U.S. Longshoreman and Harbor Worker Compensation Act, Jones Act, or any other federal law to which the Franchisee is subject. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

- a. Each accident: one million dollars (\$1,000,000).
- b. Disease-policy limit: one million dollars (\$1,000,000).
- c. Disease-each employee: one million dollars (\$1,000,000).

D. Franchisee shall furnish the CAO, Real Estate Division, at the location specified in subsection 5.C.1 within thirty (30) days of the adoption of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C or a certificate of insurance for

each of said policies executed by the Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. As an alternative to commercial insurance from Franchisee, the County may consider and approve, at the County's sole option, Franchisee's use of a program of self-insurance or self-insured retention, upon review and approval of the following:

1. An agreement to provide the County and the County's agents with indemnification in accordance with subsections 5.A and 5.B. The County shall be provided at least the same defense of suits and payments of claims as would be provided by the commercial insurance policy described above, and without being subject to a deductible or self-insured retention.

2. A formal declaration by Franchisee to be self-insured for the type and amount of coverage indicated in this ordinance. This can be in the form of a corporate resolution or a certified statement from an authorized principal of the Franchisee. Franchisee must notify the CAO, Real Estate Division, at the location specified in subsection 5.C.1, immediately of discontinuation or substantial change in the self-insurance or self-insured retention program.

3. An agreement to notify the CAO immediately of any claim, judgment, settlement, award, verdict, or change in Franchisee's financial condition which would have a significant negative effect on the protection that the self-insurance or self-insured retention program provides to the County.

4. The name, address, and telephone number of Franchisee's legal counsel and claim representative, respectively, for the self-insurance or self-insured retention program.

5. Upon request by CAO, an audited financial statement that gives evidence of Franchisee's capacity to respond to claims falling within the self-insurance or self-insured retention program. Resubmission of such a statement may be required annually for the duration of the franchise, or more frequently at the request of the CAO.

6. A Certificate of Consent to Self-Insure issued by the State of California, Department of Industrial Relations certifying Franchisee's compliance with the requirements of the Director of Industrial Relations under the provisions of the Labor Code of the State of California (sections 3700 to 3705, inclusive) and certifying that Franchisee has furnished satisfactory proof to said Director of Franchisee's ability to self-insure and to pay any compensation that may become due to Franchisee's employees.

7. Failure on the part of the Franchisee to comply with the County's requirements for approval of a program of self-insurance or self-insured retention will result in withdrawal of the County's approval to self-insure.

F. Within thirty (30) days following the adoption of this ordinance, Franchisee shall provide to the CAO, at the location specified in subsection 5.C.1, a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000) payable to the County of Los Angeles and executed by a corporate surety, acceptable to the

County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the Franchisee of the terms and conditions of this franchise and shall provide that, in case of any breach of condition of this franchise, the whole amount of the penal sum of \$50,000, or any portion thereof, shall be deemed to be liquidated damages, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one (1) year following the CAO's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of the franchise. The CAO may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept certificates of deposit, cash deposits, irrevocable letters of credit, or U.S. government securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative security shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer Tax Collector, as applicable.

G. The types and amounts of said insurance coverage and bonding shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

H. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

I. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section 5, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

SECTION 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, assign, lease, hypothecate, place in trust, or change the control of the franchise or any part thereof (each of which is hereinafter referred to as an "assignment"), to any other person or entity ("transferee") except with the prior written consent of the CAO, and after payment of a transfer fee as detailed in subsection 6.G. As used in this section, "transfer" includes stock transfer, and "control" includes actual working control in whatever manner exercised.

B. Franchisee shall give notice to the CAO of any pending assignment, except as excluded in subsection 6.E, and shall provide all documents requested by the CAO, as set forth in subsection 6.F, on which the assignment is predicated. Consent to any such assignment shall only be refused if the CAO finds that Franchisee is in noncompliance with the terms and conditions of the franchise and/or that the proposed transferee, as applicable, is lacking in experience and/or financial ability to meet the franchise obligations. Consent from the CAO shall be conditioned upon the terms and conditions set forth in the assignment documents delivered to County, the assumption by the transferee, as applicable, of all the Franchisee's covenants and obligations under the franchise, and all information provided to the CAO under subsection 6.F, below, being true and correct as of the time of submittal to the CAO. Upon receipt of such consent from the CAO, Franchisee may proceed to consummate the assignment.

C. Franchisee shall file with the CAO within thirty (30) days after the effective date of any such assignment, a certified copy of the duly executed instrument(s) which officially evidences such assignment. If such duly executed instrument(s) is not filed with the CAO within thirty (30) days after the effective date of such proposed assignment, or if the conditions to consent by the CAO have not been met, then the CAO may notify the Franchisee and the proposed transferee that the assignment is not deemed approved by the County. The CAO may then administratively determine that the assignment has no force or effect or that the franchise is forfeited and the Board may repeal this franchise.

D. As a condition to granting consent to such assignment, the County may impose such additional terms and conditions upon this franchise and upon the proposed transferee which the CAO recommends or the Board deems to be in the public interest. Such additional terms and conditions shall be expressed by ordinance. Nothing contained herein shall be construed to grant Franchisee the right to complete an assignment except in the manner aforesaid. This section applies to any assignment, whether by operation of law, by voluntary act of the Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, divestment, or other change is effected in such a way as to give control of, or a twenty-five percent (25%) or more interest in, Franchisee, to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in the Franchisee on the effective date of the franchise or the effective date of the last approved assignment, consent thereof shall be required as otherwise provided in this Section 6.

F. Upon notice by Franchisee of any pending assignment, the proposed transferee shall submit an assignment application to the CAO, which shall contain at a minimum:

1. Identification of the proposed transferee which indicates the corporate or business entity organization, including the submission of copies of the

corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed transferee(s), or any other business entity owning or controlling the proposed transferee in part or in whole;

2. A current financial statement, which has been audited by a certified public accountant demonstrating conclusively to the satisfaction of the CAO that the proposed transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed transferee has been in existence for less than three (3) years, then for such period of existence;

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed assignment ("assignment documents"); and

4. Other information which may be required by the CAO to assess the capability of the proposed transferee to operate and maintain the franchise.

G. The transfer fee shall be submitted with the Franchisee's request for the County's consent to any assignment described in subsection 6.A and shall be determined as follows:

1. Consent to assignment or any other action, in which the County does not elect to modify the franchise by adoption of an amending ordinance: one thousand dollars (\$1,000).

2. Consent to assignment or any other action, in which the County elects to modify the franchise by adoption of an amending ordinance: two thousand five hundred dollars (\$2,500).

3. In the event County's actual costs to process the proposed assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, the Franchisee and proposed transferee may be required to pay any additional costs incurred by the County in processing the Franchisee's and/or proposed transferee's request for assignment. Such costs shall be paid by the Franchisee and the proposed transferee prior to final consideration of the request by the CAO or the Board, as applicable.

SECTION 7. Relocation of Pipelines.

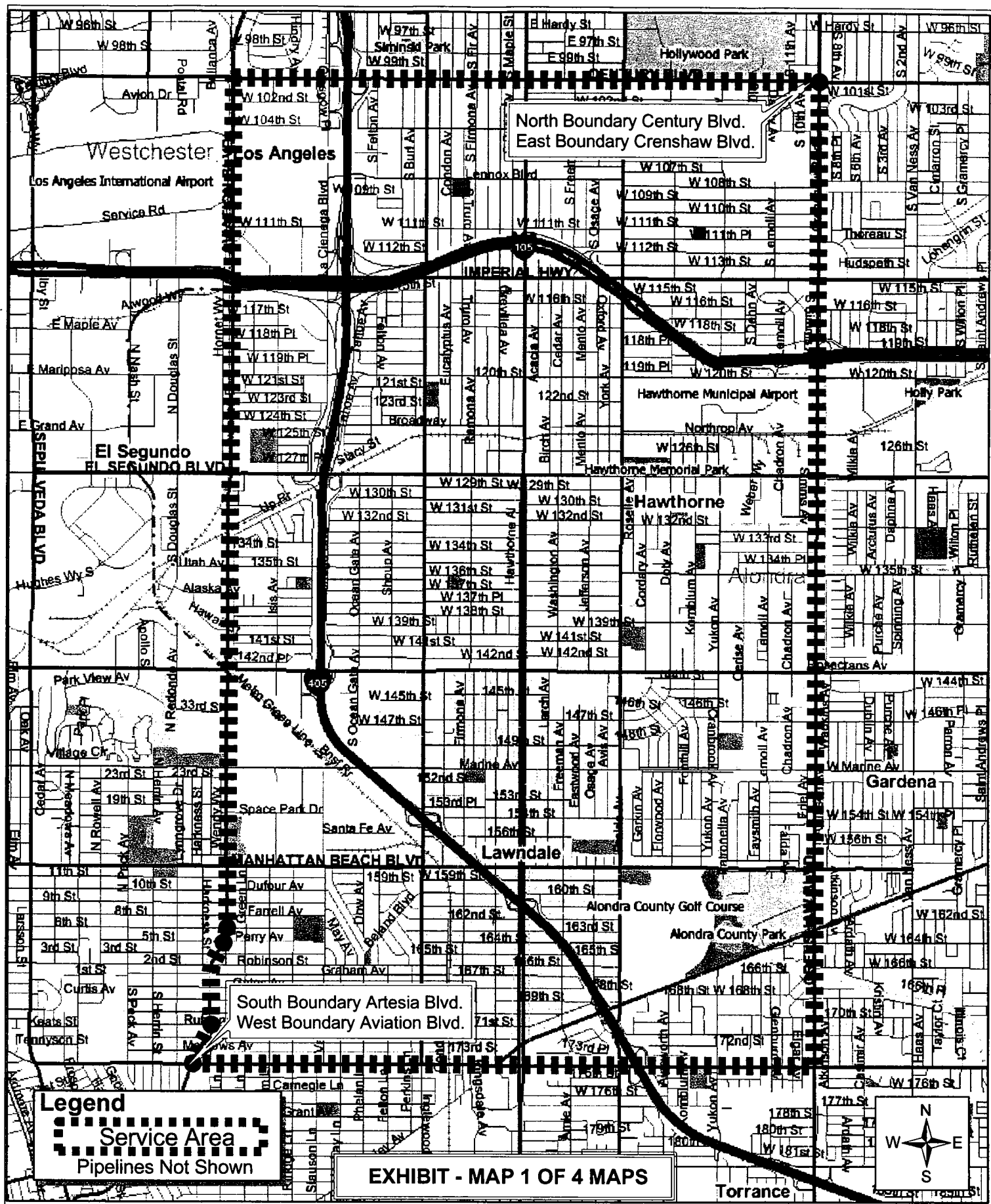
In the event the Franchisee receives notice to relocate its pipelines and appurtenances pursuant to Section 16.52.290 of the County Code, in addition to all obligations of Franchisee and rights of the County under Sections 16.38.450 and 16.52.290 of the County Code, if Franchisee neglects or fails to relocate its facilities in a timely manner after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, City, and other applicable public entities, any and

all additional costs or expenses incurred by the County, City, and other applicable public entities, due to, or resulting from, such delay in relocation of the facilities.

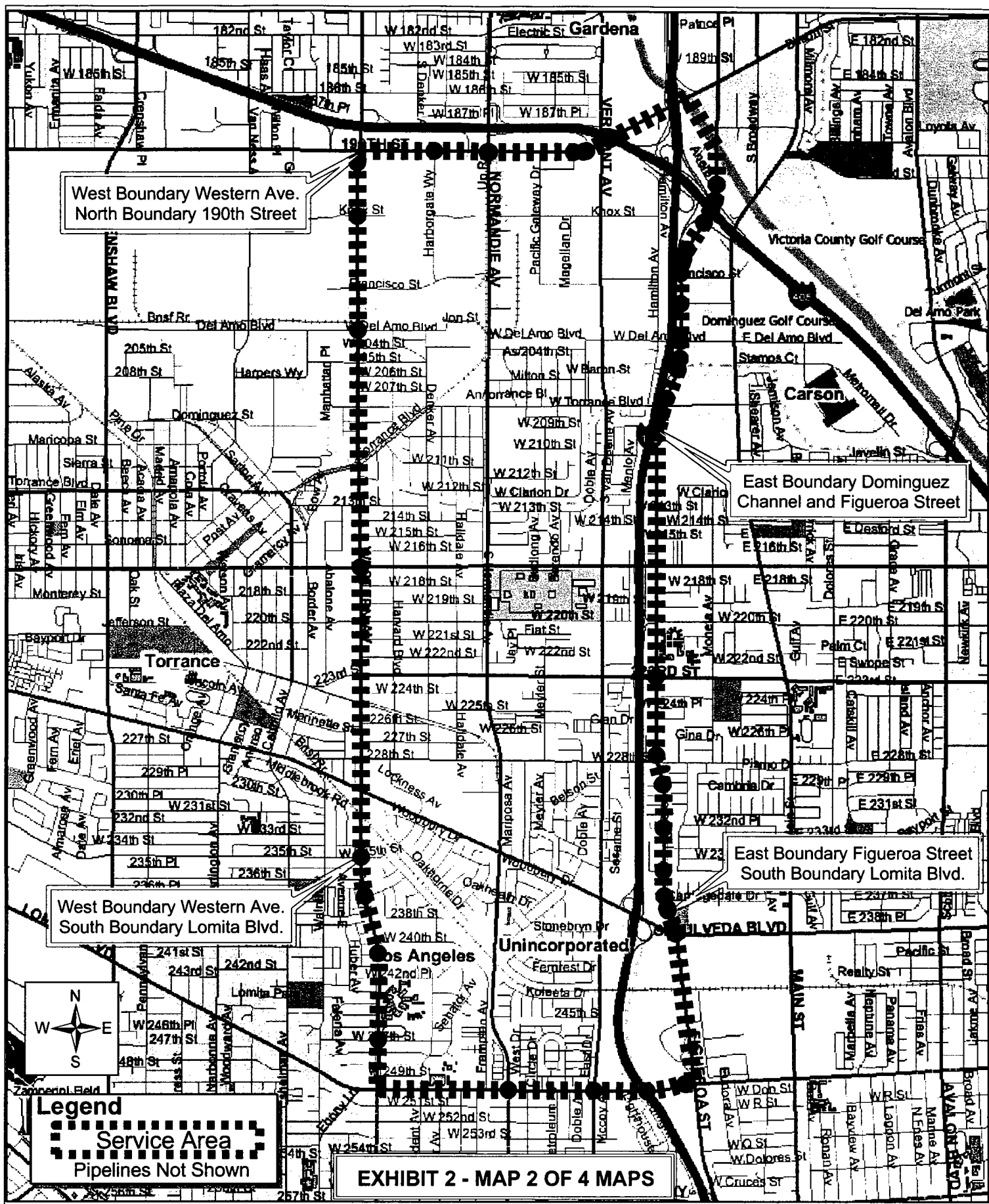
SECTION 8. Pipeline Franchise Ordinance.

In addition to the terms and conditions stated herein, this franchise is granted under all of the terms and conditions contained in the County Pipeline Franchise Ordinance, Title 16, Division 3A, of the Los Angeles County Code, as codified in 1978 and amended to date, which is incorporated herein by reference, as it may hereafter be amended. In the event the terms and conditions of this franchise conflict with the terms of the County Pipeline Franchise Ordinance, the terms and conditions hereof shall control. Without limiting the generality of the foregoing, Sections 16.52.020H, 16.52.100, 16.52.110, 16.52.120, 16.52.140, 16.52.150, 16.52.200, 16.52.220, 16.52.340, 16.54.050, 16.54.060, 16.54.070, 16.54.080, and 16.54.090 are superseded by this franchise granting ordinance.

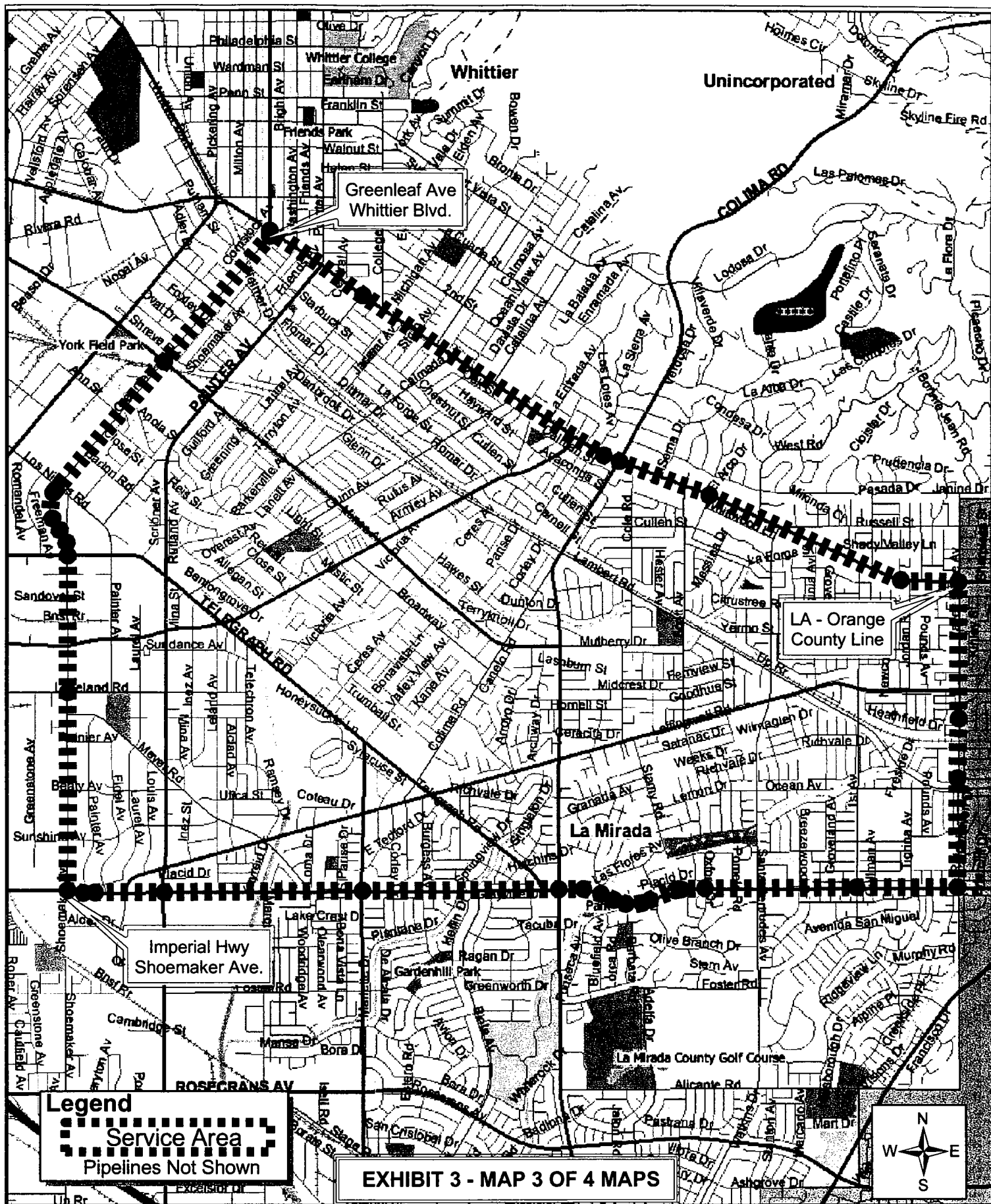
[ConocoPhillipsCCGCCC]



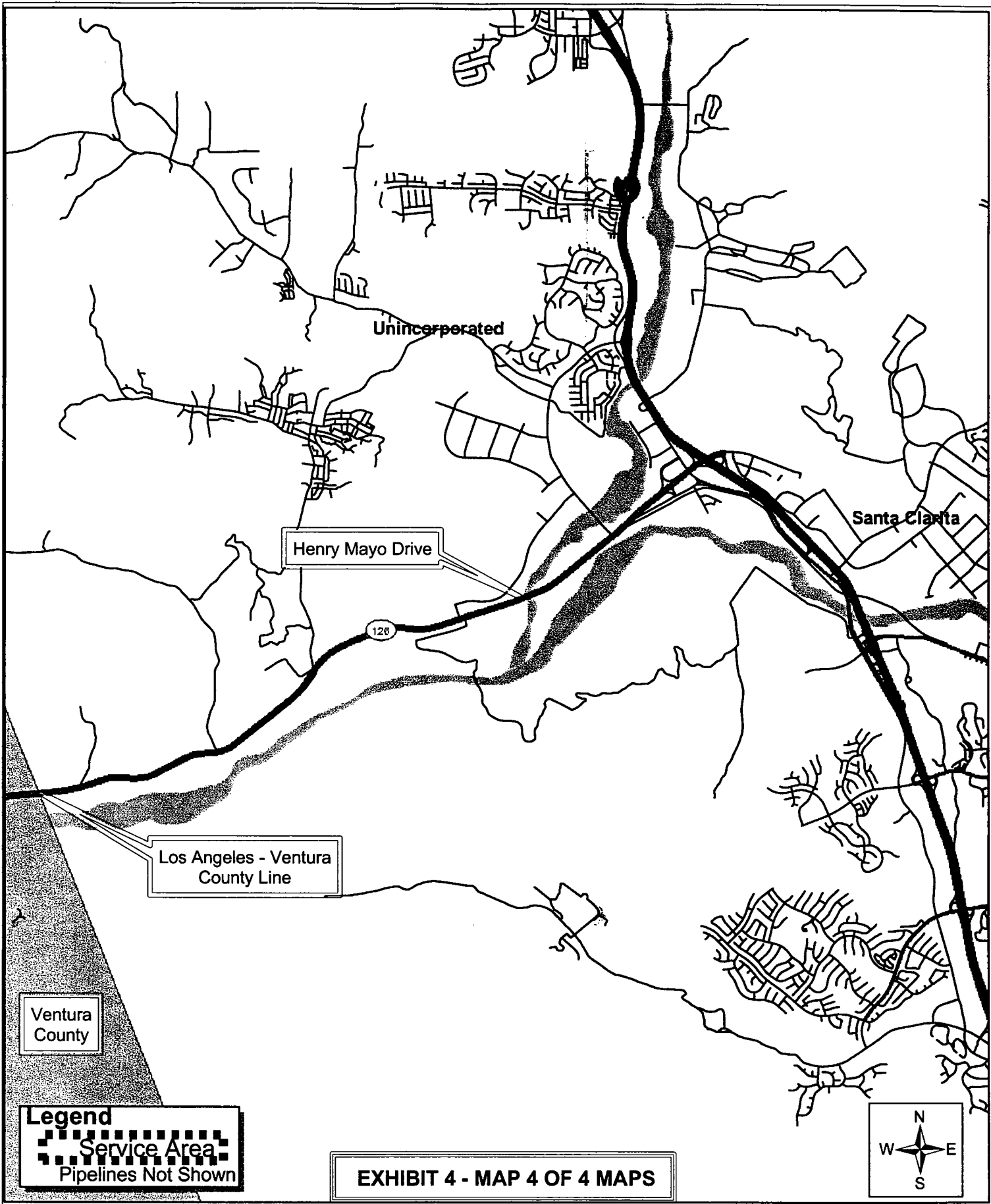
<p>Date July 2005</p> <p>Sup District Dist 2 and 4</p>	<p>COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE</p> <p>ConocoPhillips Pipe Line Company</p> <p>Common Carrier Petroleum Pipeline Franchise</p> <p>Part A: Lennox / Del Aire / West Alondra Park</p>	<p>ConcoPhillips P/L Co. Common Carrier</p> <p>Agent R. Ball</p>
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<p>Date July 2005</p> <p>Sup District Dist 2 & 4</p>	<p>COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE ConocoPhillips Pipe Line Company Common Carrier Petroleum Pipeline Franchise Part B: West Carson / Harbor Corridor</p>	<p>ConocoPhillips P/L Co. Common Carrier</p> <p>Agent R. Ball</p>
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<p>Date July 2005</p> <p>Sup District Dist 1 & 4</p>	<p>COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE</p> <p>ConocoPhillips Pipe Line Company</p> <p>Common Carrier Petroleum Pipeline Franchise</p> <p>Part C: South Whittier / East La Mirada</p>	<p>ConocoPhillips P/L Co. Common Carrier</p> <p>Agent R. Ball</p>
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Date
July 2005

Sup District
Dist 5

COUNTY OF LOS ANGELES - CHIEF ADMINISTRATIVE OFFICE
ConocoPhillips Pipe Line Company
Common Carrier Petroleum Pipeline Franchise
Part D: Henry Mayo Drive (State Route 126)

ConocoPhillips P/L Co.
Common Carrier

Agent
R. Ball